United States Court of Appeals

for the Second Circuit

EXHIBITS

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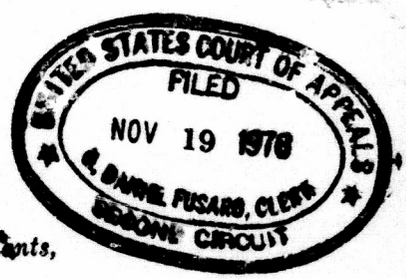

United States Court of Appeals
FOR THE SECOND CIRCUIT

BIG SEVEN MUSIC CORP. and ADAM VIII, LTD.,
Plaintiffs-Appellants,

against

JOHN LENNON, APPLE RECORDS, INC., HAROLD SEIDER, CAPITOL RECORDS, INC. and EMI RECORDS LIMITED,
Defendants-Appellees,

and

MORRIS LEVY,
Additional Defendant on Counterclaim-Appellant.

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Article: Cosby's Co. Faces The Naked Truth - Bows Nude LP in U. S.

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Cosby's Co. Faces the Naked Truth—Bows Nude LP in U. S.

By MIKE HENNESSY

LONDON — Tetragrammaton, the Campbell-Cosby-Silver record label, will release the John Lennon-Yoko Ono Apple Records album in the U. S. Dec. 1. The album, whose jacket sleeve features a full length frontal photograph of Lennon and Miss Ono in the nude, caused a storm of indignation when copies of it were published in two mass-circulation British magazines two weeks ago.

Tetragrammaton's decision to acquire the album for the U. S. was revealed exclusively to Bill-

board by the [illegible] Roy Silver [illegible] fellow [illegible] Records chief [illegible].

Silver said [illegible] probably have to fight [illegible] state, but "we are releasing the album because [illegible] John Lennon is a genius who has produced a record worthy of being sold." [illegible] no strings [illegible] organization [illegible] the sound [illegible] using the album because we be-

(Continued on page 78)

Cosby's Co. & Nude LP

• Continued from page 1

lieve in its worth as a complete package," he said.

Capitol Records, which has a deal with Apple for the U. S., had declined to handle the album. In Britain, the LP will not be distributed by EMI, but through an independent wholesaler, instead.

Advance publicity for the album describes it as a meeting of minds. It contains a dialog on philosophy and meditation between Lennon and Miss Ono, accompanied by a background of electronic music.

Plaintiffs' Exhibit 4J - Rolling Stone March 1, 1969
Article: "Genitalia Slips Quietly Under The Counter".

Genitalia Slips Quietly Under the Counter

BY JERRY HOPKINS

BEVERLY HILLS—Adorn an album sleeve with genitalia and the world will beat a path to your door—and try to beat you up in the process—according to Arthur Mogull, president of the record company now distributing the controversial *Two Virgins* LP.

It's tough enough the album isn't being sold in many areas, the head of Tetragrammaton Records said, but it's worse when sales that are made aren't even reported.

"It's become an under-the-counter item," Mogull said. "Retailers won't admit they're selling it—not to the trade papers, anyway. I can prove 150,000 copies were sold in two weeks and my experience tells me that ought to put any album in the Top 20. But no. It's not on the charts anywhere. John Lennon and Yoko Ono have a best-selling album, and nobody knows it but me." Some days after Mogull said this, *Two Virgins* did make an appearance on the Billboard LP chart—but only at No. 198.

Mogull expressed concern about this because, he said, many retailers buy according to the charts.

Coupled with this unique marketing problem, of course, are those resulting from so many buyers refusing to accept the album at all. Several major chains—Wallach's Music City, in Los Angeles; Corvette, Sears and Kresge in New York among them—refused to stock *Two Virgins*, as did two of Tetragrammaton's own regional distributors, in Boston and St. Louis. Nor is the LP being handled by a single rack jobber anywhere.

The area that is providing Mogull with most of his headaches, though, is one in which the album is being sold: in Essex County, New Jersey. There, police and district attorney's representatives have twice confiscated albums of album sleeves.

The first action came January 7 when nearly 10,000 covers were seized at Newark International Airport. Mogull explained that action, saying: "TWA is the airline that was transporting the covers for us. Now, they claim one of the shipping cartons broke open, revealing the cover art, and so TWA notified the New York Port Authority (Newark Airport is under the Authority's jurisdiction), the Port Authority called the DA's office, and the DA called the cops.

Two tasty ways of handling the genital problems: A Philadelphia record store advertised both front & back of one (left) and Tetragrammaton settled for a cameo cover (right).

What I want to know is how TWA knew the covers had nudes on them. Every one of the sleeves was covered with brown paper."

Mogull said his firm is suing TWA for "interfering with interstate commerce" and suing the district attorneys involved (in Union as well as Essex County) for recovery of Tetragrammaton property.

This property includes, besides the 30,000 album sleeves, another 25,000 albums taken from the pressing plant contracted to handle part of Tetragrammaton's order.

"Actually, it's sort of funny," Mogull said, "because I happened to call Bestways Manufacturing (the pressing plant) as the assistant DA walked in with a search and seizure order. I was talking with Jerry Nash, the plant manager, and he said, 'Hey, it's funny you should call, because the DA just arrived. So I said, 'Let me talk to him.'"

That conversation, as recreated by Mogull:

Mogull: "What are you doing?"

Asst. DA: "We're here with a seizure order for Bestways. Who is this?"

Mogull: "My name's Mogull and you can't take property from Bestways. That property is mine."

Asst. DA: "Who are you?"

Mogull: "I'm the president of Tetragrammaton Records."

Asst. DA: "What's that?" a

Mogull: "Don't you even know whose property you're seizing."

Asst. DA: "I'm not here to discuss the legalities of this."

That ended the conversation, and Mogull called his attorneys again (Mark Hughes in New Jersey, Gideon Cashman, Dylan's lawyer—in New York).

Within a week, Mogull said, he'd won two minor victories. He said the district attorney tried to make the pressing plant a defendant in the case, but this was thrown out of Newark Chancery Court. The second "victory" came when the judge approved as legal Tetragrammaton's suit against the DA, Mogull said.

And so it goes. Mogull expects the cases to drag on for some time.

Meanwhile, there have been several other incidents:

—One large record buyer said he would stock the album if Mogull covered the "vital parts" with a sticker. Plans said maybe until he learned that when the sticker was pealed off, the "vital

—Continued on Page 8

Genital Problems

—Continued from Page 6

parts" would peal off, too. Mogull said: "Sorry, pal."

—In Millburn, New Jersey (also in Essex County) a retailer has been cited for selling obscenity to a minor, following sale of the LP to a 17-year-old. The retailer asked Tetragrammaton to take his case, but Mogull said his attorneys advised against it.

—In Minneapolis, a major record wholesaler, Lieberman Enterprises, termed the album "too controversial to be regularly merchandised." So he told his customers (the retail stores) they would be supplied with *Two Virgins* only by special order.

—And in New York, the Association of Record Dealers of New York and New Jersey issued a statement "(taking) issue with the sensationalism of the John Lennon LP" and thanking manufacturers who "recognize their responsibility and do not produce such material."

Is Mogull unhappy about all this? Apparently not. When asked why he agreed to distribute the album to begin with, he said: "I took the album because I thought we'd make a lot of money from it."

Plaintiffs' Exhibit 10 - Playboy November 1971 Article: "Playboy Interview: Allen Klein".

PLAYBOY INTERVIEW: ALLEN KLEIN

a candid conversation with the embattled manager of the beatles

Not long ago, John Lennon and Yoko Ono decided that the walls in Allen Klein's new offices needed decorating. The view out the windows was fine, even beautiful, 41 stories down to the Hudson River, and the floor plan of Abkco's offices was interesting enough: labyrinthine hallways, through which a visitor literally needs a guide. But the shiny-yellow papered walls were boring. So John and Yoko began hanging golden records (over 100 of them, mostly albums) that the groups Klein has managed have picked up over the years. Down the first hallway are "Beggar's Banquet," "Let It Bleed" and "Out of Our Heads"—all 1,000,000 sellers by the Rolling Stones—and on a post at the end is "All Things Must Pass," by George Harrison. "Let It Be" is just to the right, along with "Plastic Ono Band" and "McCartney" and "Ram," and farther on are walls filled with shiny platters by The Animals, The Kinks, Herman's Hermits, The Dave Clark Five, Donovan and Bobby Vinton and on, until it's possible for a visitor without sunglasses to go nearly blind from the glare by the time he's led through a door into the corner suite that Allen Klein, rock 'n' roll's only supermanager, occupies with a curious sort of magnificence.

Like so many of the rock stars he now represents, Klein has come a painfully long way. His childhood was pretty awful: He spent six years of it in a New Jersey orphanage and the rest with grandparents who had only the barest kind of income. After high school came the Army, and then, with the GI Bill and odd jobs, he worked himself quickly through Upsala College in New Jersey, graduating with an accounting degree. After toiling at one or two short-lived and tiresome accounting jobs, an old school friend began introducing him to performers like Bobby Darin, Connie Francis and Steve Lawrence and Eydie Gorme, and soon he began to offer to do audits for them to find out if their record companies were paying them the royalties their contracts called for. When he found a company shorting the artist—and he always did—he took a percentage of the difference as his fee.

As his involvements and ambitions grew, he went to Hollywood to help produce a movie so bad that it was never released and, deep in debt, he returned to New York—and to audits. In 1963, he met the performer with whom he was to have his first fully managerial relationship: Sam Cooke. The association, which lasted until Cooke was shot to death in a Los Angeles motel in 1964, began to build Klein's reputation as the rough-and-tumble enemy of record companies; one of the most hated and feared—and successful—men in the music business.

Klein then met Mickie Most, who produced and managed a string of groups including The Animals and Herman's Hermits, and he moved easily into the then-new English rock-'n'-roll scene. He began negotiating record contracts for the young stars and acted as financial manager to Most; then, in 1965, came a long-awaited break: a chance to manage financial affairs for Andrew Oldham, who was then personal manager of the Rolling Stones. Two years later, Oldham was fired—and Klein took over his job. The word got around; in January of 1969, while he was still managing the Stones, John Lennon hired Klein to be his financial manager and shortly after that, George Harrison and Ringo Starr signed up, too. Paul McCartney was conspicuous by his absence, and an explosive situation soon developed in which Klein and Paul's father-in-law, Lee Eastman, and his brother-in-law John fought for control of the Beatles and their company, Apple. The fight climaxed in England's High Court of Justice, where Paul McCartney initiated proceedings to dissolve the most brilliant musical partnership rock 'n' roll had ever seen. Even today, maneuverings and power plays continue between the two factions, and the case has not yet come to trial. When it does, if it does, Klein will be prepared. He is the veteran of almost as many lawsuits as he has gold records.

Staff Writer Craig Vetter, who conducted this interview, spent nearly a

"The music business is about 99 percent no-talent losers who can't stand a winner in their midst. I'm a winner, and if they want to sour-grape my success by calling me names, let 'em. I don't give a shit."

"Don't talk to me about ethics. Every man makes his own. It's like a war. You choose your side early and from then on, you're being shot at. The man you beat is likely to call you unethical. So what?"

"If Paul McCartney doesn't get his way, he bitches. He's got a choirboy image in the press and with the fans, but I'm here to tell you it's bullshit. If anybody broke up the Beatles, it was him."

Plaintiffs' Exhibit 10.

month on and off with Klein going through the Abkco files in New York, trying to untangle the business and legal spider webs of his professional relationships with the Beatles and the Stones. Research done, Vetter then flew to Almeria, Spain, where Klein was on location producing a spaghetti Western called "Blindman," co-starring Ringo Starr. Vetter reports:

"Nothing about or around Allen Klein ever stops moving. I met him first in his New York offices and sat across a semicircle desk from him while he swiveled, tipped and rocked in a black Naugahyde chair with a tall straight back. He is short, 5'6" or so, and has a round face that has almost no lines in it, which makes him look ten years younger and more innocent than his 39 years. He has a debater's mind and style that picks at every sentence and every thought of whoever he's talking with and is so fast that he steps on the last three words out of your mouth, no matter what the conversation. And with his disturbing speed comes the drama of surprise that he likes so much and uses like a jousting pole on everyone he deals with.

"At our first meeting, in which he and I were to meet alone and talk casually about the possibility of an interview, he shuffled some papers and said, 'We may as well go ahead with lunch. John and Yoko won't be here for about an hour.' When they did arrive, John looking thin but happy with his hair cut short and Yoko looking strong but nervous and skeptical, the four of us sat for the afternoon and talked about the trouble the Beatles were having and about Klein's role in it. He showed John a tax opinion that McCartney's lawyers had prepared and, without looking at it, Lennon asked, 'What does it say, Allen?'

"'The same damn thing we said a year ago,' Klein told him.

"'Wonderful,' said John, in the accent that's always going home to Liverpool. 'Then I don't have to read it.'

"Later John told me, 'Allen's really beautiful. He handles everything, and I can trust him. Before he came, I was going mad with this stuff.' Across the room, Yoko agreed. She was on and off the phone, looking for an apartment in New York, and when she told John she'd found one on the Bowery, he said, 'Oh, no, fuv, not there. I don't want to walk out me door and see people dying in the gutter; really I don't.'

"The scene in Spain, on the tip of the Costa del Sol in July heat, was madness. Klein had chartered the 150-foot yacht Aventura to accommodate the press he had brought in from England and France to cover the making of the movie. But the Spanish navy was in Almeria harbor, so the yacht had to moor outside the breakwater in heavy seas for almost all of the seven days we were there. At the opening-day press party Klein held aboard ship, journalists from four countries reeled seasick over the decks of the heaving ship, unable to focus their cameras or write in their notebooks. And Ringo sat on the afterdeck telling stories about his five horrible weeks in the merchant marine and prefacing his advice to the guests, 'Keep your knees apart and loose . . . focus on the land . . . .' with a lilting phrase, 'Take it from an old sea dog, mate. . . .' The captain, the first mate and Klein's wife, Betty, were the only ones who made it through the three hours of rocking and rolling without turning the pale-green shade of the Mediterranean in summer. Even Ringo, as he climbed into the shore launch, said, 'Two hours of that's enough for anyone, innit!'

"We taped most of the interview on the movie set, 30 miles from town in the hot Spanish desert. A small bad-guy part had been written into the script for Klein and all week he grew a light stubble in anticipation of the two days' shooting that would become two minutes in the film. Between rehearsals and takes, Klein and I would scramble for Ringo's air-conditioned trailer, to the tape recorder, my notebooks and some Spanish wine, which I sipped as he talked (Klein doesn't drink). Ringo came along for two of the longest sessions, because he wanted to be out of the sun and because, as he said to Klein before we began, 'I'd like to hear what you have to say, too.' Ringo sat quietly as Klein answered questions about the business hassles, the lawsuits, the personal moments he'd had with the Beatles; but then, as I asked if he thought they would ever play together again and he hesitated before answering, Ringo came into the conversation for the first time.

"'You must say yes, Allen,' he said, 'because there's no reason we shouldn't all play together again if we want to.' Then he leaned toward the microphone on the table. 'But don't no silly d.j.s go putting it out that we're thinkin' of getting together, 'cause we're not. Still, there's nothin' stoppin' us if we ever want to.' Ringo talked about his first face-to-face meeting with Paul in many months, on a plane, on the way to Mick Jagger's wedding, and then said, 'I luv Paul, you know. I really do,' and for a moment, all the neatly printed legal statements I'd pored over, so formal, signed by all the Beatles, one against another, and entered in evidence in the English High Court, smothering the reasons the partnership should or should not be dissolved, seemed strange and distant. Even Klein, in Western gear, a prop holster and six-gun on his waist, the toughest, fastest wheeler-dealer in town, any town, sat there stuttering a moment when Ringo was finished. The drummer's eyes were moist.

"Klein and I taped all week and never got much closer to the complicated truth of the affair than at that moment. There were other moments, though, when Klein was tired or in a reverie (always when the recorder was off) when I sensed why John Lennon and he are such close friends and why he and Mick Jagger were so close for many years. He had kept saying that he wanted me to meet Ringo, John and George, so that I could see for myself that they were happier with their careers and their lives than they had ever been. I missed meeting George in New York just before his Madison Square Garden benefit with Dylan in August, but John and Ringo both told me what Klein had said they would about the good place their heads were in, and they told me they wanted Allen Klein to get a big part of the credit for that. But for all the charm and wit and even tenderness he was capable of displaying when he was with one or another of the Beatles, Klein's reputation in the music business is still that of a rude, ruthless, nasty man who acts as if he were at war with the world. I began the interview by asking him a question about that."

PLAYBOY: How did you get the reputation as the biggest prick in the music business?

KLEIN: Maybe I am. And if I am, it's because the music business is about 99 percent no-talent losers who can't stand a winner in their midst. I'm a winner, and if they want to sour-grape my success by calling me names, let 'em. I don't give a shit. I represent artists, not record companies. I made a philosophical decision and I went with the artists; they're the ones who need my services most. That might not make you many friends, but it gives you a clearer conscience. You can't deal, I mean really *deal*, with friends. This business is just too tough for that, and I'll tell you, one on one, I'm as rough as anybody in it.

PLAYBOY: Do you have to be rough?

KLEIN: Only if you want to survive. That's the nature of the music business, or any business, really, where there's a lot of money that gets made fast. Look, a kid comes in, all he knows is music. He cuts a record, doesn't know anything about contracts, taxes, the business, and there are a lot of people who can hurt him. But if he's got somebody good dealing for him, somebody who knows how to give these guys some of their own shit back, it can save the kid a lot of grief. Talk about *my* reputation; what about the record companies? It's not like I was in church kicking over statues. I deal for the little guy, the artist, because that's who I identify with. And I'm damn good at it. That's how I got my reputation.

PLAYBOY: Why do you identify with artists instead of businessmen?

KLEIN: Because I think I'm as creative at what I do as Mick Jagger and John

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Plaintiffs' Exhibit 10.

Lennon are in their way. Everybody thinks business runs by some kind of formula, right? Well, I got news: There are no formulas. Every time out is different and every artist is different. I've done things in this business that nobody ever thought of doing before me. It's the only way to get anything good done. I ask an artist, "What do you want?" Then he tells me what he wants. And if I agree with what he asks for, then it's Gang Busters. The artist comes first, and I'll do whatever it takes to get what we want. And I mean *whatever*.

PLAYBOY: Regardless of ethics?

KLEIN: Don't talk to me about ethics. Every man makes his own. It's like a war. You choose your side early and from then on, you're being shot at. The man you beat in a head-to-head negotiation is likely to call you unethical. So what? You got to live with yourself, that's all. When I started in this business, I was an accountant. I'd go to an artist and say, "Let me go to your record company and do an audit for you." To see if they were really paying him five cents on a record or whatever the contract said. I'd go over the books and I'd find that the companies were always short. Whenever I caught them at it, I'd take 50 percent of whatever I found for the artist. Which was fine with the artist—but I was making the record companies look like crooks even if it was an honest mistake on their part. They hated my guts. Said I was an unethical bastard. I don't know if what I did was ethical or not; it was just my hustle. A way to get into the business. Now, there are moral people and immoral people in this business, just like every other one. But this is the environment I have to fight in and I use the tools available to me. I think of myself as moral. I wouldn't kill anybody.

PLAYBOY: That's big of you.

KLEIN: Do you think so? You can murder a man economically, you know. It's brutal. He's still walking around, but he's dead. That goes on. But I've never done that. And I never will. Vengeance is a waste of energy and time.

PLAYBOY: Short of destroying a man that way, would you do literally anything to accomplish what you felt you had to for a client?

KLEIN: Yeah, I think so.

PLAYBOY: Would you lie?

KLEIN: Oh, sure.

PLAYBOY: Would you steal?

KLEIN: Probably. Look, you have to survive. You do whatever it takes, because if you don't stay alive in this business, you can't help anybody, and then all the discussions about ethics and morals don't mean a thing. Yoko told me that when she and John came to me, they were looking for a real shark—someone to keep the other sharks away. Now she says sometimes I'm *too* moral.

PLAYBOY: Do you find your morals in conflict with those of the people you deal with?

KLEIN: I really don't care what others do. I do what I want and what I believe. It would be nice if everything could be clinical and clean. But you'd have to be pretty naïve to believe you could live your life that way. I don't think I'm dishonest with myself or the people I represent. I get called everything: unethical, immoral, rude. I get things done the only way I know how.

PLAYBOY: Are you rude?

KLEIN: I guess I'm abrupt, sure, but that's just me. I don't have the time to be polite. When I'm in a negotiation, I want to get to the point. I don't want to sit around making chitchat and be bored by these people. I'm like that about everything. Most 30-minute conversations could take one minute; well, I can *use* the other 29. I guess that makes me rude. If it puts people off, too bad.

PLAYBOY: Does your tough-guy image give you an edge when you sit down with a record company to work out a contract?

KLEIN: There's only one thing that gives me an edge: I'm the best. I know more about this business than anybody else. I'm always better prepared than the guy across from me. Everything else is bullshit. I go into a negotiation knowing everything I can about the situation, my artist, who he is, what he wants, who the guy I'm dealing with is, who his company is and what *they* want. Then, if it gets heavy, I hit him with whatever he doesn't expect. If he's up for a big fight, then I just play it cool, let him have a couple of things he doesn't expect. Then, when he's off guard, I get my shots in. It's really like chess, knowing all the moves. It's a game, for Christsakes, and winning is everything. It's a shame it has to get nasty sometimes.

PLAYBOY: How nasty has the game with the Eastmans become?

KLEIN: Very damn nasty, I'll tell you. With Lee Eastman ranting around a hotel room in London calling me the lowest form of scum in the world. He did that in front of the Beatles, called me everything he could think of. I just sat there and let him come out of the woodwork. He showed everybody who he was: emotional, pedantic, patronizing. He had the Beatles, and he could see he was losing them and that I was going to get them. That's when the trouble started.

PLAYBOY: Paul claims you started the trouble.

KLEIN: I'm sure he does. The Eastmans are his in-laws, for Christsakes. But it's not true. The whole thing had been building for years, really. When I got to Apple, things were a shambles: The Beatles and Apple had nothing; they were broke. That's the situation I walked into. There was friction and misunderstanding and nobody was doing anything about it. I know I get cast as the villain, but if you ask Ringo or George or John, they'll tell you I got them *out* of trouble, not into it.

PLAYBOY: Before you took over as their manager, John told friends he was afraid to go to you. Why?

KLEIN: Oh, he'd heard all the stories and lies about me, like everybody else. And he knew I'd said years before, when Epstein was still managing them, that I was going to have the Beatles one day. That scared him, I think. It was like I was clairvoyant, you know: here he was, thinking of coming and asking me for help after I'd said I knew he would. He told me that made him nervous as hell.

PLAYBOY: Why did you want the Beatles?

KLEIN: Because they're the best.

PLAYBOY: Why did you feel you'd have them?

KLEIN: Because I'm the best. I can even tell you the moment when I knew for sure I was going to be their manager. I was driving across a bridge out of New York and I heard on the radio that Epstein had died and I said to myself, "I got 'em." Who else was there?

PLAYBOY: Did you get in touch with John or did he call you?

KLEIN: I called John. Sometime in early 1969, I read that he had made a statement to one of the papers saying that if the Beatles didn't do something soon, Apple would be broke in six months. That was my opening. You can deal with people who are aware of impending disaster. The Apple accountant had written all four boys a letter saying they were on the verge of bankruptcy. So I started having people I knew tell John I'd like to talk.

PLAYBOY: When you met him, what did you propose?

KLEIN: Nothing. I didn't propose anything. I don't work that way. When I meet with an artist, it's never to say, "Look, you got a dollar, let me get you two." I just asked him, "How can I help you?" That's all; and after we broke the ice, it was a very personal sort of meeting. Yoko was there and we talked about John's music and his life and mine; we even talked about Biafra. We were trying to get to know each other.

PLAYBOY: Didn't you discuss his money problems at all?

KLEIN: Of course. He was scared to death about the money situation. He said, "Allen, I don't want to end up like Mickey Rooney." How would *you* feel, sitting there damn near broke after having made millions and millions of pounds and about to end up with nothing—except memories?

PLAYBOY: How is it possible to blow that much money?

KLEIN: You mean how does it get blown *for* you. He made more money for the

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parasites around him than he made for himself. Between bad advisors and a situation at Apple that just let the money flow, and taxes, it's easy to wind up with nothing. And John's very generous with his money. Too generous.

PLAYBOY: Was he giving it away?

KLEIN: Sometimes, yeah. And there were houses that he bought—and never saw—with his friends living in them. I think there's still one of those. He bought it and a friend moved in 'cause he needed a place to live and just never moved out. And John doesn't know how to ask him to leave. And there were cars he bought that disappeared and times when he's given away like £25,000 out of his own pocket. Because of taxes, he's got to make £250,000 to give away £25,000, you know. And that's just too damn generous. But John does this kind of stuff from the heart. He gives things to people he cares for. You can't fault somebody for wanting to believe everybody and love everybody. That's just John Lennon. That night in the Dorchester Hotel, he wanted somebody to take the financial burden off his back.

PLAYBOY: Did Paul and George and Ringo feel the same way?

KLEIN: I don't know. They knew John was coming to see me, but he made it clear that he was there for himself and Yoko, period. He told me then that the Eastmans were handling the Beatles' financial affairs and that he was interested only in someone to look into his own problems. And I said I would.

PLAYBOY: Did you get something in writing?

KLEIN: No. They asked me if I wanted them to sign something, and of course I did. But I didn't want to appear too anxious, so I just asked them to write informal letters to the people I'd have to see to get information about his money. So Yoko sat on the floor at three in the morning and typed the letters. And the next day, John called all the people who were getting them, so that it wouldn't appear too sudden. So no one would get nervous. We wanted it to be gentle.

PLAYBOY: How did John go about breaking it gently to Paul, George and Ringo that you were going to be involved?

KLEIN: It happened the next day at lunch. All four of them, plus Yoko and Linda Eastman, were there, and one of the Apple employees came up and said that he had just heard from their record company, EMI, that I was representing John. And without missing a sip from his soup, John told them, "He does."

PLAYBOY: Did everybody know that this was your foot in the door to managing the Beatles?

KLEIN: Come on. Sure they knew. But it didn't have to mean anything more than my looking into John's finances. We hadn't signed anything then; there was no contract. I guess Paul and Linda were upset, sure, because the Eastmans represented the Beatles then. Somebody told me that when Linda heard about it at that lunch, she said, "Oh, shit." But Paul was pretty cool. I don't think he'd really made up his mind about me.

PLAYBOY: How did George and Ringo feel about it?

KLEIN: Well, we all had a meeting the next night. I wanted to show them what I could do. The Eastmans had proposed a deal and I wanted to discuss it with them. I suggested to Paul that it would be better if the Eastmans were there when we discussed money, and he agreed and said he'd set up a meeting and then he left. Then George and Ringo and I just talked. They asked what I was going to do for John and when I told them, they asked me if I would do the same thing for them. I said sure. Ringo said later, "We had too many people in nice suits with nice manners looking after us. Klein was a hustler, emotionally involved with the band, and I figured it was about time I had someone hustling for me."

PLAYBOY: What happened when you had the meeting with the Beatles and the Eastmans?

KLEIN: That was when the shit started to fly. At that meeting, everybody, including Paul, agreed that I should look into their financial positions and Apple's. I could see that John Eastman was sulking, so, as a political move, I asked him if he'd act as their lawyer. Well, he refused—said he did more than a lawyer—but the guys put pressure on him and finally he said he'd think it over. Paul called him up the next day and talked him into it. Paul needed help, too, you know, and he wanted to see what I could do as much as the other guys did.

PLAYBOY: Did Paul know at that point that you were trying to force the Eastmans out?

KLEIN: I wasn't trying to force them out. They could have stayed on as lawyers if the boys had wanted them to. But they wanted to continue to manage the Beatles, which they had been doing for a month, so it became a question of who was to do what. And all four boys agreed that I was going to look into the finances and that Johnny Eastman should act as a lawyer. But that became impossible after a while. There was too much friction. I couldn't get anything done, and that was what the Eastmans wanted.

PLAYBOY: How much did you contribute to that friction?

KLEIN: It was just two sides wanting the same thing, you know. Lee Eastman got upset and said I was sending his son to do menial errands for me. I was just giving him jobs that I thought he should do as lawyer for the Beatles and for Apple. Then John Eastman did a very silly thing designed to simply obstruct anything I was doing. I had to put out a press release saying

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that my company, Abkco, was involved with the Beatles. It's a public company and you have to tell the stockholders what's going on. It was a very bland statement: I didn't play it up and say that Abkco had the Beatles or anything. I just said we were looking into things for them. Well, Eastman got very upset that he wasn't mentioned in it and ran off to *Billboard* magazine and gave them a completely bullshit story. The goddamn story was something like, "JOHN EASTMAN TAKES OVER BEATLES. ALL OPERATIONAL BUSINESS WILL FLOW THROUGH HIM." As soon as I saw that, I knew things were going downhill. It was obvious that he knew he'd blown it and would try anything to hang on, no matter how outrageous. His ego was hurt, that's all. And he was striking back the only way he knew how: emotionally.

PLAYBOY: Did you ever sit down with him and ask why he was acting that way?

KLEIN: We had meetings with both the Eastmans. But you can't talk to them. They just start calling names. There was one meeting with everybody there and Lee Eastman really let go. And I mean you don't want to fight with Paul's in-laws if you can help it. It was embarrassing as hell. I didn't mind it for myself—sticks and stones, you know—but for the boys, it was sad. I think everybody saw exactly what was happening and who the Eastmans really were.

PLAYBOY: Did you push them to it?

KLEIN: All right, look, I'm not innocent. I engineered a situation in which I hoped the boys would see that the Eastmans were really doing nothing more than interfering. And I think they did see that. All I wanted was what was good for the group—*all* the boys, not just Paul. And sometimes what's good for Paul isn't always good for the other three. It was as simple as that. I represented John, George and Ringo and they had asked me to take over Apple. The three of them had signed a contract with me. Paul hadn't. I was negotiating for him because he was one of the Beatles; but when there was a conflict, it was up to me to protect the interests of the three I personally represented. And that's what I was doing, the best way I knew how.

PLAYBOY: Why didn't you fire the Eastmans?

KLEIN: We did, or rather John, George and Ringo did. They sent him an official letter of termination on behalf of the three of them and Apple Corps Ltd.

PLAYBOY: Did Paul have anything to say about it?

KLEIN: Nothing. Lennon, Harrison and Starkey represent a majority, and they wanted the Eastmans out. That was it. But the Eastmans still represented Paul, of course, so firing them didn't really solve everything. Because of their family relationship with Paul, they were still in a position to disrupt the negotiations I was arranging for all four boys.

PLAYBOY: How did Paul feel about you at that point?

KLEIN: He was in a tough position. I was putting together deals, good deals, and he liked them. But his father-in-law and brother-in-law were doing things I considered bad business judgment. For instance, we were trying to get control of Northern Songs. That was the company that owned all the past songs of Lennon, McCartney and Harrison and all the copyrights of Lennon-McCartney songs through February of 1973. The problem was that the Beatles never controlled Northern. All John and Paul had was 15 percent each. A man named Dick James, who'd been involved with Epstein, owned 35 percent and most of the rest was held by the public.

PLAYBOY: Why didn't Lennon and McCartney own the rights to their own songs?

KLEIN: I don't know. Ask Brian Epstein. He made the deal. Not me. That's typical of the mess they were in when I arrived.

PLAYBOY: Was Epstein a poor businessman?

KLEIN: Yes. He was a great promoter; that was his contribution. As a businessman, well, it was a new business when he came in and nobody knew anything about it. He listened to some bad advice, I think; he had bad business advisors around him, and the result was disaster. I mean, the Beatles were almost broke and didn't even have control over their own songs, or even their records. So I was trying to free them: get the past back for them and free the future. I wanted to get John and Paul their songs back or else to just get rid of their involvement in Northern altogether. The problem was compounded because, without even offering his shares to the Beatles, Dick James sold his interest in Northern to a big English conglomerate called ATV. So I started to work out a deal with the head of ATV, Sir Lew Grade. He's a winner, by the way. Dealing with him was straight and tough and we worked out a good deal. Good for everybody. But the Eastmans didn't like it. They didn't have any logical reason for opposing the deal except one: They wanted Northern for themselves. That would have been great for Lee Eastman, who already holds a very impressive catalog of music copyrights. And it would have been good for Paul, maybe. But everybody else would have gotten screwed. We had meetings with some bankers who were involved in the deal, and the Eastmans blew up and called them crooks. It was incredible. The bankers refused to meet with them after that and I had to go back and offer our shares in Northern to Sir Grade.

PLAYBOY: Why were you interested in selling out of Northern?

KLEIN: We couldn't afford to be minority shareholders, and neither could ATV. So I worked a deal where we were to sell to Grade and make a lot of money for the boys and retain some of the rights and ATV was going to get Northern and some rights to songs. It was the best deal I think we could have made then. Paul knew about it and was happy with it. He'd been talking directly to Grade and he liked the deal. Everybody was happy. The board of ATV was going to meet to approve it and Grade was going to call a press conference; everything was set. Then, on the morning of the ATV board meeting, Grade got a letter from John Eastman saying, "Klein has no right to deal for Paul McCartney." And it was bullshit. Paul didn't know anything about the goddamn letter. Eastman had written it without telling Paul a thing. I called McCartney and we had a meeting. Then we called John Eastman, who blew up again and said we were all crazy. Paul told him, "I don't care. I'm going to do what Allen says." And then he told Johnny Eastman never to send another letter like that unless he showed it to him first. We called Grade, but it was too late. The board had already decided they couldn't take a chance that the deal might break down.

PLAYBOY: Was Paul unhappy that the deal didn't go through?

KLEIN: Yeah, he lost, too. It was all so damned stupid. Eastman shot that one out from under all of us, and I really felt down. You know, you can fight something you can understand, but his letter was just so damned irrational. Paul knew that. I went back to New York and he called me there and said, "Look, Allen, I'm sorry. It won't happen again." He told me he wanted to sit down and really get Apple going. Those were the best moments I had with Paul.

PLAYBOY: Did you think then that the two of you might have a close relationship?

KLEIN: I don't know if we ever could have been good friends. I'm not sure that's possible with McCartney. But around that time, regardless of the shit that had gone down between me and the Eastmans, he and I were reasonably close. As a matter of fact, he told a friend later, "Klein almost had me. He could have had me."

PLAYBOY: What finally happened in the Northern Songs negotiations?

KLEIN: We finally just sold our shares to ATV. We made a lot of money, but it wasn't the best we could have done.

PLAYBOY: Did Paul sign the deal?

KLEIN: Hell, yes, he signed them all. All the deals I worked out. The Eastmans were running around saying I didn't represent him, but he was signing all the deals. It was just the worst kind of obstructionism by John and Lee

Plaintiffs' Exhibit 10.

Eastman. And these were not easy deals to put together; the financial tangles the Beatles were in were incredible. I was in there working my ass off to get them what they deserved; but it didn't matter how good a deal I'd put together; it was just pure ego from the Eastmans.

PLAYBOY: Didn't you negotiate a new recording contract for the Beatles at that time?

KLEIN: Yup, and Eastman tried to fuck that up, too. It was a beautiful deal. EMI, the record company the Beatles are contracted to, owns Capitol in America. The Beatles' contract ran to 1976, but after we got the Northern thing and some others straight, I wanted to go after the big one. A new contract was what we needed to guarantee income for Apple and the Beatles.

PLAYBOY: What justification did you have for a renegotiation, if the contract ran to 1976?

KLEIN: What do you mean, justification? We wanted the best act in the world to have the best record contract in the world, that's all. A contract is just a piece of paper. Two parties sign it in good faith, hoping it indicates what they both want out of a relationship. But situations change, so contracts get changed. We went to EMI and said that the boys had misunderstood the contract when they signed it. You can read a contract and think you know what it says, but without really good advice, you can make a mistake. The contract said that the Beatles owed EMI nine years *and* 70 sides. The boys thought it said nine years *or* 70 sides, whichever came first. They'd already done 70 sides, so they thought they were out of that contract. But they weren't. So we approached Sir Joseph Lockwood, the head of EMI, and said, "As a moral point, the boys thought the contract said something else, so let's redo it to everyone's satisfaction."

PLAYBOY: What was Lockwood's response?

KLEIN: It was cool, firm and unfriendly. But we had EMI over a barrel. The boys had already done the 70 sides. They could have just sat on their asses and not done another song for the period of the contract. And they had us over a barrel, too, really. If we didn't work for them, we couldn't work for anybody. Everybody would have lost. But EMI had no choice. We had 'em. So we worked out a new contract. We got the boys increased royalties, but more important than that, we got them total control and ownership of their product in America. The final documents were drawn up—and then Eastman sent another letter. This one to Capitol, with whom we were dealing in America, reiterating that I didn't have the authority to deal for Paul. So I called a meeting—all four boys, Eastman and some others, and had the contract read out loud to all of them. And you know, finally, even Johnny Eastman said, "Allen, I don't know how you did it, but this is the best record deal I've ever seen." And then they all signed it—including Paul, under the Eastmans' advice. That's about the last time the four boys really got together on anything.

PLAYBOY: Were they growing apart?

KLEIN: They were hardly even talking to one another. John had given up on the group, almost; he was trying to straighten out his personal life, and Paul had by then taken over musically and was trying to run George and Ringo like they were his sidemen or something. It was pretty terrible, and both George and Ringo were very disgusted. And none of them would sit down and tell the others how they really felt.

PLAYBOY: Wasn't your feud with the Eastmans responsible for all that?

KLEIN: Categorically, no. It wasn't me who caused their personal problems. It had started years before. Paul's just a selfish person and if he doesn't get his way in everything, he bitches. That had always been true. It was the same with Brian Epstein. John told me Paul fought with Brian all the time. Paul McCartney may have a choirboy image in the press and with the fans, but I'm here to tell you it's bullshit. If anybody broke up the Beatles, it was him.

PLAYBOY: You make it sound as if they were never really close.

KLEIN: I can only tell you what John said when I asked him who he would call among the Beatles if he was in trouble—you know, if he had a real problem. He said he'd call George. That surprised me. Then I asked him if he'd ever been really close with Paul and he said no. Not that he didn't love him, he did. He just said every time he let his guard down, McCartney hurt him.

PLAYBOY: Did he say how?

KLEIN: Not specifically. But you know, it's the kind of hurt where you open up to someone, really reach out, and then they're just not there. A couple of times I thought Paul and I really had something going and then the next day, it was like it all just slipped away.

PLAYBOY: John has said that around that time, you had him sit down and figure out exactly which lyrics he'd written and which ones Paul had written. Why?

KLEIN: I thought John was losing confidence in himself, and I really didn't know who had written exactly what, so I couldn't give John the encouragement he needed. If Paul was really the main factor in the making of records—I mean, if things were really going to fall apart without him—I needed to know that and be able to deal with it. It turned out, of course, that John had written most of the stuff. He'd forgotten a lot of what he'd contributed and had assumed, say, on *Michelle*, that because Paul sang lead, Paul had written it. Well, John wrote the entire middle eight for *Michelle* and 60 or 70 percent of the lyric on *Eleanor Rigby*. He just didn't remember till I sat him down and had him sort through it all. And he pointed out a lot of things that George had contributed that no one knew about. Everybody thought McCartney was this genius songwriter who did it all by himself, and it just wasn't true. Not that Paul isn't a good writer; he's a great writer. But he wasn't the Beatles. They *all* did it—John, George, Paul and Ringo. And I just thought we ought to get that straight. I wanted to cut through the bullshit and get to the substance, so that when it got nasty, there would be no surprises.

PLAYBOY: When *did* it get nasty?

KLEIN: In the early part of 1970, the Eastmans told Paul that we were going to try to hold up the release of his solo album *McCartney*. We wanted the *Let It Be* album to come out at the same time as the movie, in May, and it didn't make sense for Paul to release his album at the same time. A McCartney album is a Beatle album in the public's eyes. And when you confuse them by bringing two out at the same time, all you do is hurt sales. The Eastmans told him that the film wasn't really coming out, that we were using it as a ploy to delay his solo thing. Paul believed what they told him.

PLAYBOY: Why did the Eastmans think the film wasn't coming out?

KLEIN: I don't know. We'd been dealing with United Artists about a third film they said they were entitled to under the contract that Brian Epstein had negotiated with them. At that point, it was becoming troublesome, because U.A. was giving Ringo hassles about being in *The Magic Christian* and it was clear that they were going to withhold permission for any of the boys to be in other films until their agreement was met.

PLAYBOY: And you wanted *Let It Be* to be their third film?

KLEIN: Sure. Originally, the boys—mostly Paul, really, because it was his film—had intended it to be a TV film. But I had some of my people look at a rough cut and we decided it would work as a general-release motion picture. Then I showed the print to the boys and John, George and Ringo agreed. Paul didn't like the idea, but he said, "You have a majority, so go ahead." Then the Eastmans sent another of their famous letters, this one to United Artists, saying I didn't have the authority to deal for Paul. They thought that would kill the deal, but U.A. loved the film and we finally signed it with a provision in the contract to cover the possibility of the Eastmans' suing. Then Ringo went to ask Paul to hold the release of his solo

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album until after the *Let It Be* album came out, so there wouldn't be confusion. Paul told Ringo that since there was no definite release date for the film, he was going ahead. Ringo told him that the release date *was* set and then Paul really let him have it. He said he was going to ruin Ringo, that he was going to talk to *Rolling Stone* and really get him. Incredible shit. Ringo was really down about it and he phoned me that night and said, "Look, Allen, it's been ten years. Let's just give him what he wants." I said fine. So Paul's album came out and then it really got petty. He put that tasteless self-interview into the British copies, saying that I didn't manage him and, "My plan is to grow up," and on and on.

PLAYBOY: Paul said later that although you and the other three had nothing whatever to do with his solo album for Apple, you put your company's label on the cover.

KLEIN: Look, Abkco is a public company. I didn't want the stockholders to think that we weren't managing Apple anymore. I *had* to put that on there. He was making all kinds of confusing statements. You gotta protect yourself.

PLAYBOY: What was your reaction—and that of the other Beatles—when Paul filed suit to break up the partnership?

KLEIN: I wasn't surprised. John and George were very surprised, because they were all supposed to meet in England in January, and he didn't even call. Paul didn't call any of them. He just went ahead and did it.

PLAYBOY: Were they angry?

KLEIN: No. I think just very sad and disillusioned.

PLAYBOY: What did the suit demand?

KLEIN: It was an interim action to put the partnership of the four into receivership until a trial could be held to determine if the partnership should be dissolved. And a receiver has been appointed.

PLAYBOY: What effect does that have?

KLEIN: It's a legal nuisance, that's all.

PLAYBOY: It's not disrupting any transactions, negotiations, the flow of cash, productions or your managership?

KLEIN: It may affect the flow of cash, but so what—Apple has plenty of cash. It doesn't affect the rest of it. Whatever artists Apple has, other than the partnership, aren't affected by the receivership. And I manage Apple, not the partnership.

PLAYBOY: So what does the receivership gain for Paul?

KLEIN: Nothing, not a damn thing. He's in exactly the same nowhere position as the other three. It gets him the same frustration and annoyance it gets them. Which goes to prove that sometimes even when you win you lose. In my judgment, the entire action was brought for the sole purpose of trying to embarrass me. It's an attempt to force me out and to gain what the Eastmans wanted: control of Apple and the Beatles.

PLAYBOY: You don't think they really want the partnership dissolved?

KLEIN: No, I don't. In fact, they said in court they didn't want the partnership business to be ended—which is usually the point of receivership. Our main reason for opposing the dissolution was that the tax consequences would be horrendous for all four. They knew that, too. That's why they asked that business continue.

PLAYBOY: What do you think the outcome of all this will be?

KLEIN: There's no telling. It probably won't come to trial for another two years—if it ever does.

PLAYBOY: Paul said in his affidavit that one of the reasons for the suit was that he was tired of having to get permission to do an album, that he felt his creative freedom was heavily impaired.

KLEIN: That's bullshit. I don't think he really meant that—if he said it. I think that was in an affidavit written by a lawyer to sway the judge. He didn't have to get, and never really did get, any approvals on anything. What was made out to him as a big problem was whether or not the *Let It Be* album should come out in front of his own individual album. If he had asked them for it, if he had asked any of them, he would have had it. They love him, you know, they really do—no matter what. But Paul McCartney can and does do whatever he damn well pleases, from an artistic and creative point of view and from a business point of view. He just thinks differently about the democratic philosophy of partnership—this partnership in particular—than I do.

PLAYBOY: If you were on Paul's side, what would you tell him to do?

KLEIN: I'd tell him that if he wants to win, he'll have to make the others believe that what he wants is reasonable. All he needs is for one of them to agree with him and it would be a 50-50 deadlock. I'd also tell him to go back to thinking for himself.

PLAYBOY: Is there anything to prevent Paul from dealing directly with the other three Beatles?

KLEIN: Nothing. Not a damn thing except advice from the Eastmans. They think it might be bad tactically, that it might harm their position. I've certainly never stopped the boys from talking to *him*. In fact, right before the court action started, I had John and George and Ringo call him. It would have been so much simpler if they worked it out instead of the courts. But Paul's attitude was, "If it takes two years, I can wait it out." I still think it would be better if the *four* of them would just talk to each other about it. I've wanted that from the beginning. But getting together personally is their problem, not mine. If they were all to sit down around a table, and the truth were known to all of them, I think they could solve it in a minute. The sad thing, really, is that the Eastmans are using them as the ball and bat to fight *me*. A lot has gone down. I'm sorry they didn't sit around a table and get it done in front. I think the airing of all this in public was an unnecessary waste of energy. It's like a war where no one wins.

PLAYBOY: Do you think the Beatles will ever play together again on records or on tour?

KLEIN: I really don't know. It's up to them. Completely. There's nothing stopping them.

PLAYBOY: You take 20 percent as a commission for doing most of what you do for them. Isn't that a lot? Wouldn't most managers do it for ten percent?

KLEIN: Some people would do it for *five* percent and some would do it for nothing. But not me. You get what you pay for, and vice versa. Remember, no one has to sign with me if they don't want to. I'm not a doctor with all the penicillin when there's an epidemic.

PLAYBOY: What do you do for your 20 percent?

KLEIN: I'm their business manager. I invented that term. Nowadays, everybody calls themselves that, but it's my invention. It really started when I managed Sam Cooke. Sam Cooke was my age. You know, these performers aren't children; they're not delinquents who don't know what they're doing. They're grownups; they don't need personal managers, like a parent or a warden. But they're not businessmen. Being an artist and being a businessman are opposites. They just don't want the constant involvement of handling the business as well as the music. It's not that they don't have an awareness of it; they certainly are aware, don't ever think they're not. George Harrison, to use him as an example, really reads every damn document. And he understands them. And if you think that Ringo and John don't know what they're doing, you're crazy. Ringo knows exactly what he has in the bank. But he doesn't want the day-to-day intricacies. None of them do. They just want to work. That's what they all want to do. The business thing is a bore for them. It always has been. That's why there's a need for a business manager. I'm the best, and that's why I can charge the Beatles 20 percent.

PLAYBOY: What do you feel you've really accomplished for them?

KLEIN: I'll tell you. Under Epstein—by the way, he took 25 percent—when they were touring, selling millions of records, making movies, they made £6,500,000

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in six years. With me, they've earned £9,000,000 in 19 months. How's that?

PLAYBOY: Is money your only object?

KLEIN: Absolutely not. In the last 19 months, they've also put out more albums than they did in those previous six years. That's productivity, and it comes from freedom. Artistic freedom. Getting the money straight allows them to do whatever the hell they want. No decision ever made during my managership of the Beatles has been done with money as the prime concern. I'm after freedom for my artists. That's what I got them—and that's why I can charge 20 percent.

PLAYBOY: When you managed the Rolling Stones, did you also take 20 percent?

KLEIN: For five years.

PLAYBOY: Did you have fewer headaches with the Stones than you've had with the Beatles?

KLEIN: Just a different kind of headache. At first, though, it was a snap. I started out as financial manager to Andrew Oldham, who was their manager on a personal day-to-day basis. He was a fantastic savings for me. I didn't have to spend any time with them. But then he got fired. By the way, *they* wanted him out, not me.

PLAYBOY: Is that when the headaches began?

KLEIN: And how. Mostly because Mick Jagger and Keith Richard got busted for having "dangerous" drugs and for a whole year they weren't in any mood to work.

PLAYBOY: How close were you to them personally at that time?

KLEIN: Very. I was in California and I got this call that Mick and Keith had been busted. They'd both been busted for pot and Jagger had been charged with having some speed in his jacket pocket. It wasn't even his. It belonged to Marianne Faithfull, who he was going with at the time. But he took the rap. Anyway, I flew back for the trial.

PLAYBOY: Was Jagger cool about the whole thing?

KLEIN: How can you be cool about that? He was nervous as hell. Scared to death. He didn't want to go to jail. They got sentenced to a year. But I got them out on bail and we appealed the thing. Then I got a call that Brian Jones had been busted for pot. And I thought, "Oh, shit, here we go again." It wasn't easy. Those hassles shot a whole year.

PLAYBOY: Did you ever tell Jagger and Richard that you thought they ought to lay off drugs?

KLEIN: It's their business, you know. But I got pissed the day I got them out on bail, when Mick and Keith and Marianne got back to my hotel room and she pulled out a hash pipe and lit up. I mean, how goddamn stupid can you get? I grabbed the thing away from her and, fighting, threw it out the window. She stood there saying the law was unrealistic; well, I don't give a shit if it is. I didn't want them to go to jail. And it's not the money; I don't care only about that. It's just that if I'm involved, then I'm responsible. It becomes my cross to see that they stay out of prison. Their problems are mine, and let me tell you, I worked my ass off. Got them the best lawyers, sat in the front row at the trial every day. I was thrilled when they got off. I can't do this job any other way than to get completely involved with my artists. That's why I got so mad at Marianne; I was just afraid she was going to blow it for everybody.

PLAYBOY: Did she and Jagger have a good relationship?

KLEIN: Oh, yeah. I think she made Jagger a man. She's a real woman.

PLAYBOY: How did you get along with Jagger?

KLEIN: We got along fine. There were times when we were very close. I wasn't around too much and that used to piss him off. But we got along. He's a great talent, you know. There's really no one like him as a performer. But he wasn't the creative power in the Stones.

PLAYBOY: Who was?

KLEIN: Keith Richard; he's the writer, the creator of the group's music. If he doesn't produce, the Stones have nothing. During the past few years, with the drug trouble and all, they really haven't produced much. I kept them going by repackaging their old stuff—for which I got shit from the press, by the way. But I did a hell of a job for them. I made more money for them in the United States than the Beatles made, even though the Stones sold fewer records.

PLAYBOY: Were you surprised when they fired you?

KLEIN: Yes and no. I knew Jagger had been talking to other people, but we'd been working closely for three months on a deal with Decca, and I was spending a lot of time with him, so in that way it was a surprise. I guess I should have expected it. He was jealous of the Beatles. It was a question of ego—and how little time I had for the Stones. I can't really fault him for that.

PLAYBOY: Were you giving most of your time to the Beatles?

KLEIN: Yes. I didn't know what else I could do for the Stones. I mean, I could have made them more money, but the Beatles were the ones in money trouble. I told Jagger, "I was there when you needed me, what's your bitch?" The Beatles needed me then. The trouble with Jagger is that he's like a chick sometimes.

PLAYBOY: When you say he's like a chick, do you mean his bisexual image is more than an image?

KLEIN: I better not say, or he might lose some of his appeal for his male fans. Or his female fans.

PLAYBOY: Did the two of you fight?

KLEIN: No. We didn't fight. It ended formally. That's all.

PLAYBOY: What control do you still have over the old records?

KLEIN: Well, we're the publisher and the manufacturer of all the old product. But we do whatever they want, since they create the product.

PLAYBOY: How is it that you retain so much if you're no longer their manager?

KLEIN: I get 20 percent of the deals negotiated within the term of my contract. That's the contract they signed.

PLAYBOY: How long does that last?

KLEIN: Forever.

PLAYBOY: Is that why they've filed suit against you?

KLEIN: No, they want me to pay some money as a guarantee, that's all. It's suicidal for them from a tax point of view.

PLAYBOY: Why do so many of your business relationships end in lawsuits?

KLEIN: That's not fair. There are lots that get worked out. But remember, nobody sues a failure, they only sue a success.

PLAYBOY: Is that why Apple is suing James Taylor?

KLEIN: That's a completely different thing. Apple *made* James Taylor, gave him the exposure, the charisma of the Beatles' company. And then he just picks up and walks out on his contract. Didn't ask anybody, didn't talk to anybody, just went and signed a contract with Warner's.

PLAYBOY: He said he felt stifled at Apple.

KLEIN: Well, I got news: Peter Asher, an Apple employee, handled him while he was at Apple, and Peter Asher handles him now. They walked out together. So if Taylor was getting stifled at Apple, it was Asher who was doing it. It's funny, you know, when people sue me, it's fine. Nobody says a bad word. But if Apple sues somebody for breach of contract, we're sons of bitches, right? Bullshit. Taylor didn't even make an attempt to work it out, so we're suing Taylor and Asher for $5,000,000 damages—the money we would have made had he honored his contract. That's it. The man didn't try to sit down and talk it out, didn't say, "I'm unhappy, let me go." Nothing.

PLAYBOY: Did you try to sit down and work it out with Jagger?

KLEIN: I tried, but he wouldn't answer my call. His lawyers told him not to see me.

PLAYBOY: So a five-year personal relationship turns into an exchange of subpoenas instead of a discussion man to man.

KLEIN: Look, you do what you have to. There are a lot of greedy people in this business and asshole lawyers who want to stir up trouble. But I don't think it's any worse than any other. How about your business, how about yellow journalism, how about politics or Wall Street or

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the garment industry? There are good people in this business and there are scum. And when there's a lot of money involved, there are bound to be suits. Lawsuits are tools of the trade and you use the tools you have to survive. And if you're one of the survivors, innuendoes start flying that you're crooked or you're screwing somebody. You just learn to live with it.

PLAYBOY: Speaking of innuendoes about being crooked, would you mind explaining your recent tax conviction?

KLEIN: Well, in the first place, that case is under appeal. And it's interesting that charges were brought in 1966 over something that happened around 1960. I had a partnership that was required to file Federal payroll tax returns. There were several C. P. A.s who were working for me and it was their job to do it. I had never prepared those forms myself and I've never prepared them to this date. Someone in the organization was supposed to do it and our records indicated that we had. The Government has no records at all, by the way, to indicate whether the forms were filed or not. There was never a charge of failure to pay, because the money *had* been paid. The charge was failure to file the return itself. I think it was the first time ever that anybody had been tried and convicted for that. And it strikes me as kind of ironic that all this finally came to trial after ten years, just exactly at the time the Beatles' partnership action was occurring in London.

PLAYBOY: Do you make any connection?

KLEIN: I just think it's ironic, that's all. At that point, it was just one more thing. I sat and watched the press make all kinds of statements about me during that Beatle court action. At the time, I didn't think defending myself was the best thing to do.

PLAYBOY: Do you think the press has treated you badly?

KLEIN: In England, yes. I'm an American, you know, and I had *their* Beatles. That gave them a bias against me. But I don't talk to the press much, so when they write stories from clippings and just repeat the lies, I can't blame them too much. Except for being lazy. *Rolling Stone*, on the other hand, is a misinformed, ill-guided publication that's generally sensational and attacks anyone who is not aesthetic in their terms. They think business and money are bad. And that's what I represent to them, so they've taken it upon themselves to do a job on me. It's really interesting, you know, with all the words that have been written about me and the Beatles and me and the Stones, how negative the approach has been. Take somebody like Al Grossman. He was personal manager to Dylan, Peter, Paul and Mary and a bunch of others, and when they left him, I didn't hear one word. But when the Stones decided to go on their own, there was a flood of stories about me. I guess it would be better if I talked more myself, but I've never made many press statements.

PLAYBOY: Why not?

KLEIN: When I first got the Beatles in 1969, the only defense for the problems they had would have been that they were brought about by Epstein prior to my being involved. But I didn't want to say, "Look, it was all Epstein." He was dead and I figured it would be wrong. And the McCartney thing was sensitive and too much was getting said in the press as it was. I thought for a long time that if I let the shit fall on me, it would have been easier on Paul with his family problem and better for Epstein's image. I wouldn't offend Paul and he might come back and accept the situation and me.

PLAYBOY: What made you change your mind and decide to talk to the press now?

KLEIN: I think the time has come to do my laundry. I want people to know my side. I've been in this business a long time. There have been bad times, but there have been good times, too, you know.

PLAYBOY: When were the good times?

KLEIN: Let me tell you about Sam Cooke and maybe you'll see something about the humanity in this business. Sam was really the first artist I had that I got completely involved with the way I did later with the Stones and the Beatles. In 1961, I was very broke when I met a black disc jockey, "Jocko" Doug Henderson, who used to run the shows at the Apollo. A wonderful man, and he wanted to have a theater down in Philadelphia, so we became partners. I arranged to buy it and have him put on shows. I figured it would be a great way to meet the acts. They would come in to work and I could sit right there and, you know, meet them as they came and went. And the act that opened the theater was Sam Cooke. I knew his music, but I had never met him. Well, he came in and I got to him. We really hit it off. And the incredible thing was, he had no money. This great artist, this great songwriter had nothing, and he was under contract to RCA Victor at the time. So I went in to see them and we tried to negotiate a new contract diplomatically, but it didn't work out. So I went back to what I knew best, which was to do an audit for him on RCA. We used that as leverage, and finally we arranged a new recording deal that gave him the same control of his product that the Beatles have now. That's how I formulated it back in 1963. We renegotiated the deal, got all the old stuff as well as the new and we went ahead. The first album out was called *Good News* and I gave him a check for $250,000, which was good-faith money from RCA. Then he wrote me a check for 20 percent.

PLAYBOY: You were charging 20 percent back then, too?

KLEIN: Yeah. I was embarrassed to ask him to give it to me, but he thought it was terrific. He was really happy. Then he asked me if I would be his business manager. I didn't know whether I wanted the involvement, so I said, "We'll talk about it." When he came to New York a few months later, I said OK. Then I told him to go home and take a rest, get off the road and find out what he really wanted to do. I convinced him to take his time and make an album that he believed in. I wanted him to stop doing other people's material. They were trying to make him into Nat King Cole, for Christsakes, and he was singing songs he didn't understand. The album covers were like crap; everything had been wrong. I told him to do what he felt, which is what I thought he really needed in order to find himself. I wanted people to know who he really was. I knew when that happened he'd get the recognition he deserved and wanted so much. At that time, he was king of the blacks, and they loved him. And he loved it—but it didn't make him any money.

PLAYBOY: Did you want him to start performing for white audiences?

KLEIN: Yeah, sure. I got him into the Copa, but he didn't want to go. He'd played there in 1957 with someone like Myron Cohen during Lent, you know, hair slicked down, singing bossa nova. Awful stuff. He didn't even last a week. He packed up and said he wouldn't ever play a white club again. But I felt it was really essential, so I got him this date and although he kept saying "I want to do it," I knew he really didn't. So I took a 70-foot billboard on Times Square with his picture from the album cover saying SAM'S THE BIGGEST COOKE IN TOWN. Then he knew he had to do it. He went in and killed 'em! Absolutely dead. He was fantastic. I went every night, every show. Women, white women, loved him.

PLAYBOY: Were you managing him when he was killed?

KLEIN: Yeah, it was right around my birthday, in December, and it was 1964 and my career had really taken off. I was handling records for The Animals and Herman's Hermits and The Dave Clark Five, which were just money deals for me. And I had just worked out a new record contract for Bobby Vinton, who's a good friend, and Sam was at the top of his form. I was really flying. I was going back to the orphanage where I grew up and I was going to take Vinton and Cooke and do a little show for the kids, take some records, all that stuff. Everything seemed perfect and I got a

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call from L. A. saying that Sam had been shot to death in a cheap motel, and I couldn't believe it. It was so fucking senseless. I flew to L. A. for the inquest and about a week later I was going into the Beverly Hills Hotel and I saw the hooker Sam had been with that night coming out on some guy's arm. I damn near went after her. It was really a hard time. When you do what I do, you're two kinds of animal: You're a businessman and you're a human being involved with artists who have a life style that's harder than most other people's. It takes its toll on you.

PLAYBOY: What do you think it is that makes life so hard for performers?

KLEIN: Everything. First of all, they're supposed to be creating all the time. That's a bitch. Every time you go into a studio, you gotta top what you did last time. And there's the money. All of a sudden, a kid who has nothing has $1,000,000—and fans turn him into a superhero and ask for all kinds of things. Christ, when the Beatles started out, their dressing rooms were full of cripples who came to see them as if they were going to get healed. It's really crazy.

PLAYBOY: Were there groupies then, too?

KLEIN: Yeah, sure, that's all part of the scene.

PLAYBOY: Your critics call you "the ultimate groupie."

KLEIN: That's silly. Artists fuck groupies. According to my reputation, I fuck the *artists*.

PLAYBOY: Do you get involved musically with the groups you handle?

KLEIN: Yes. That's one of my strengths. Sometimes John or George or Ringo will come in and want to play a song for me that they've just written. And I'll tell them what I think. They like to test things out on me, and I think I can pretty well judge what's good. I even gave John a line for one of the songs on his new album, *Imagine*. He was trying to work it out and we were together, just fooling around, you know. We were playing snooker in his house, and it was late, and we were laughing and being silly, and he was trying to work out some lines for a song called *How Do You Sleep at Night?* It's about McCartney and all the shit that's gone down. There's a line that goes, "The only thing you did was yesterday," and the line that he had following was: "And you probably pinched that bitch anyway." I thought it was too strong, not worthy of him, so I suggested, "Since you've gone you're just another day." And he loved it. John's music is very personal, and so is our relationship, so there's an involvement that way. Shit, I love the guy.

PLAYBOY: What does John think of Paul's solo music?

KLEIN: In a funny way, it inspires him. He was really anxious about McCartney's first album, and then he heard it and said, "I can do better than that." And he has. He's been disappointed in Paul's stuff, mostly. There were a couple good songs, but I think maybe people were expecting too much from Paul. He's really working in a vacuum at this point. George and John and Ringo all have each other to try things out on and to get criticism from. Paul's alone, and I think that hurts his music.

PLAYBOY: What do you think is ahead for him?

KLEIN: I'll tell you, I think things are going to get worse for McCartney before they get better. People are going to start finding out that he's not "poor little Paul." You know, before George did his benefit for Pakistani refugees in Madison Square Garden last summer, he called Paul and asked him if he wanted to come and play. Paul said, "Sure, I'll come—if you'll dissolve the partnership." What kind of shit is that?

PLAYBOY: How did George react?

KLEIN: It made him sad. Just sad.

PLAYBOY: What kind of plans does George have now?

KLEIN: He's got the confidence now to do anything he wants. You know, I'm really proudest of what I did for him. Nobody knew he was a songwriter, nobody knew the talent that was there. And I encouraged him to do *All Things Must Pass* and look what happened. Beautiful. He wants to go on tour now, after the show at the Garden came off so great. By the way, so does Lennon. And so does Bob Dylan. But George is really the sweetest and gentlest of the boys and I was very proud he got his chance. He plays on John's new album, you know, and he's fantastic.

PLAYBOY: What about John? What's he going to do?

KLEIN: Lennon is Lennon and he can do anything he wants. He's a leader. He's involved trying to get Yoko's child back now. Her ex-husband has custody of her daughter and it's been very difficult for her to see the child. John wants to work that out before he does anything else. After that, well, he can do just about anything he wants. His head is in a very good place now.

PLAYBOY: And Ringo?

KLEIN: He just finished making a movie called *Blindman*. It's a Western with Tony Anthony, and Ringo plays a bad guy. Really nasty.

PLAYBOY: Isn't that a little out of character for him?

KLEIN: It's a real role. In most of the other movies, he just played himself. But I'll tell you something: Ringo's not all sweetness and light as a person. There's meanness behind those eyes if you cross him. And he has a tremendous amount of natural strength. If I want a true reading on a situation, a straight reaction with the most thought and the least emotion in it, I go to Ringo. I don't think many people know that about him. He's a very powerful and serious guy.

PLAYBOY: Does he have a future as an actor?

KLEIN: Yes, he's a professional. He works very hard. He's a talented natural comedian, but we found out on this new movie that he can play *any* role when he gets down to work. I don't think he'll ever give up his music—he loves that too much—but he's got a strong second career now. And I'm proud of that, too. I'd done the least for Ringo before this flick and before his 1,000,000-seller single. And now, well, it's just great. He's working and he's happy.

PLAYBOY: Do you expect your relationship with the Beatles to continue despite the trouble?

KLEIN: Yes, I do. Paul's the only one who's got trouble. Look at the rest of them. They're producing—more and better than they ever did before. They're all happy and they're with their families. I think I've contributed a lot to that. It's not how much money I make for them; they're the Beatles, for Christsakes. They'll make money no matter what. That's not important. I just wish people would look at the three of them right now and understand why I'm proud. I've been through a lot of shit for these guys. But it's been worth it.

PLAYBOY: Is it an ambition of yours to see the Beatles perform again?

KLEIN: Yes, I'd like to see it, just so that the stigma of their split wouldn't be with me. Even if it's just one time, I'd like that.

PLAYBOY: What do you do for an encore after having managed the Beatles and the Stones at the same time?

KLEIN: Ringo suggested that maybe I ought to manage America. And right now, I think I might do some good there. I don't know what I'll do next. There are plenty of talented performers I'd like to help. I especially like the ones they say are difficult. That's a challenge.

PLAYBOY: Who would you like to handle?

KLEIN: Dylan, Joe South, Keith Richard, Paul Simon, John Fogerty. Heavy talents. All of them create the music that's really moved this generation.

PLAYBOY: Do you think you'll get any of them?

KLEIN: If I work hard.

PLAYBOY: Don't you ever get tired of how hard it all is?

KLEIN: Sure I do. Sometimes I get so disgusted I don't think it's worth it. I think I can't take any more. But what do you want me to do? This is the business I know, the one I'm good at. If it gets me down sometimes, hurts my personal life, takes over my whole being, drains me, that's just the way it is. If I didn't love it, I'd get out.

Exhibit 11, October 12, 1973 Settlement Transcript:
Big Seven v. MacLen Music Inc., et al.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

- x

BIG SEVEN MUSIC CORP.,

Plaintiff,

-against- 70 Civ. 1348

MACLEN MUSIC, INC., NORTHERN SONGS, LTD., and APPLE RECORDS, INC.,

Defendants.

- x

Before:

HON. THOMAS L. GRIESA,

District Judge.

October 12, 1973
4:00 p.m.

APPEARANCES:

FEINMAN & KRASILOVSKY, ESQS.
Attorneys for Plaintiff
BY: WILLIAM KRASILOVSKY, ESQ.

ORENSTEIN, ARROW, SILVERMAN & PARCHER, ESQS.
Attorneys for Defendants Maclen Music and Northern
BY: L. PETER PARCHER, ESQ., and
PETER HERBER, ESQ.

MARSHALL, BRATTER, GREENE, ALLISON & TUCKER, ESQS.
Attorneys for Defendant Apple Records and John Lennon
BY: MICHAEL GRAHAM, ESQ.

Exhibit 11.

THE COURT: Counsel notified me this morning that this case has been settled and they are present now and we would like to put on the record the agreement to discontinue the action and whatever else the parties want to put on the record.

Do you want to start, Mr. Graham?

MR. GRAHAM: Yes.

THE COURT: You are speaking on behalf of?

MR. GRAHAM: Apple Records, Inc., New York, a named defendant, and John Lennon, who is not a named defendant, but is a party to the settlement agreement.

This action will be discontinued with prejudice by plaintiff against all main defendants and the plaintiff Big Seven agrees to release all claims it may have against John Lennon, arising out of the composition "Come Together."

A The settlement agreement reached to dispose of this action is as follows:

John Lennon agrees to record three songs belonging to Big Seven publishers on his next album. The songs which John Lennon intends to record at this time are "You Can't Catch Me," "Angel Baby," and "Ya Ya."

John Lennon reserves the right to alter the last two songs, that is, "Angel Baby" and "Ya Ya" to any

Exhibit 11.

other songs belonging to Big Seven but will in all events record "You Can't Catch Me." A

John Lennon will use his best efforts to cause Apple, which is a composite of various corporations, to license to Big Seven, three songs from the Apple non-Beatle catalogue currently in circulation, excluding only those songs composed by John Lennon and Yoko Ono Lennon together and those songs composed by Paul McCartney and Linda McCartney together, to the extent that any of those songs can be in any manner considered to be an Apple non-Beatle product.

In the alternative, if Apple for any reason does not license three songs to Big Seven prior to December 31, 1974, John Lennon agrees that he will record an additional two songs belonging to Big Seven, one song to be recorded prior to December 31, 1974 and one song prior to December 31, 1975.

At any time Mr. Lennon can choose the second alternative of recording two additional songs belonging to Big Seven and is not obligated to pursue his undertaking to cause Apple to make the songs available, the three songs available to Big Seven if he makes such a selection.

MR. KRASILOVSKY: I believe there is one correction which Mr. Graham will approve and that is that the Apple

SOUTHERN DISTRICT COURT REPORTERS
U.S. COURTHOUSE, NEW YORK, N.Y. TELEPHONE: WORTH 4-3580

Exhibit 11.

the licensing by Apple refers to the licensing of the recorded rendition as well as the mechanical reproduction rights.

MR. GRAHAM: Yes, and that those licenses will be made to Big Seven at Big Seven's customary rates, whatever they may be at the current time, and with such advances which are in current practice which I understand to be a nominal advance.

MR. KRASILOVSKY: I have no information as to the subject of advance and I would have to rely upon whether Mr. Graham's information from my own client is according to that statement.

I have no information whatsoever about there being any advance agreed upon.

THE COURT: Aside from that understanding, is that the agreement and do you stipulate to the discontinuance of this action?

MR. KRASILOVSKY: I do, your Honor. This has been confirmed by my client except with respect to the question of advance.

THE COURT: Counsel for Northern Songs --

MR. PARCHER: If I may be heard briefly.

Neither Northern nor Maclen can object to Big Seven discontinuing its action against it with prejudice,

but we do want Mr. Krasilovsky to be on notice that Northern claims rights in any songs written by John alone or by John with his wife during the term of John's agreement with a company called Maclen Music, Ltd.

THE COURT: John who?

MR. PARCHER: John Lennon, and also during the term of John Lennon's agreement or guarantee of an agreement with Maclen Music, Ltd., and Northern Songs, so that it should be clear that if there is any purported conveyance of rights to your client or assignment of songs to your client that involve those persons, be on notice that we claim rights in and to those songs.

Secondly, we would like you to know so the record is clear, that the fact this case is being settled and presumably a judgment has been made by John Lennon to record some of your client's songs in settlement, in no way creates any inference so far as we are concerned that any infringement was proved or can be inferred from the settlement.

THE COURT: Do you stipulate to the discontinuance of the action and all claims in it?

MR. PARCHER: Yes.

THE COURT: And the same for you, Mr. Graham?

MR. GRAHAM: Yes.

Exhibit 11.

rkosb 6

I would like to make one statement to clarify my statement as to the next album.

For the record, the next album being released by John Lennon will be an album of his next recordings and the next album will be, in fact, the second album to be released.

MR. KRASILOVSKY: I accept that correction.

MR. GRAHAM: The license, the mechanical license of the songs to be recorded by John Lennon belonging to the catalogue of Big Seven, whether that becomes three songs or five songs, shall be at the statutory rate of 2 cents per song.

MR. KRASILOVSKY: That is correct.

THE COURT: Anything else on the record?

Just so it is absolutely clear, the action is discontinued with prejudice and without costs as to any party; is that correct?

MR. KRASILOVSKY: That is correct.

MR. PARCHER: That is correct.

MR. GRAHAM: That is correct, your Honor.

THE COURT: Thank you all very much.

(Court adjourned.)

E19

Exhibit 12, October 30, 1973, Micheal Graham Letter to Lennon Countersigned by Lennon.

MARSHALL, BRATTER, GREENE, ALLISON & TUCKER

430 PARK AVENUE, NEW YORK, N.Y. 10022 · TEL. 212 421 7200

October 30, 1973

Mr. John Ono Lennon
1 West 72nd Street
Apartment 77
New York, New York 10023

BEST COPY AVAILABLE

Re: Big Seven Music Corp. v.
Lenen Music, Inc., et al.
70 Civ. 1348
S.D.N.Y.

Dear John:

In accordance with our conversation when I met you in California, a settlement agreement with respect to the above-entitled action was dictated upon the record on October 12, 1973. A copy of the transcript containing the settlement agreement is enclosed for your files.

The settlement agreement, as you know, provides that you will record three (3) compositions, in whole or in part, owned by Big Seven Music Corp. ("Big Seven"), on your next Album and that one (1) of the songs to be recorded, in whole or in part, shall be "You Can't Catch Me". You have the right to choose the remaining two (2) songs from the entire catalogue of compositions belonging to Big Seven.

In addition, you have agreed, at your discretion, to perform either of the following:

(A) To use your best efforts to cause the appropriate Apple company to license to

E20

Exhibit 12.

[illegible]

Mr. John Ono Lennon
[illegible]
October 30, 1973

Big Seven three (3) songs from the Apple Non-Beatle catalogue currently in circulation. The three (3) songs to be licensed cannot include any songs composed jointly by Yoko Ono and yourself or composed jointly by Linda McCartney and Paul McCartney, to the extent that any of such songs can be considered part of the Apple Non-Beatle catalogue. Big Seven will pay to Apple its customary royalty rates at the time of licensing, together with its customary advance at such time with respect to each of the three (3) compositions to be licensed; or

(B) If the appropriate Apple company, for any reason, does not license said three (3) songs to Big Seven prior to December 31, 1974, you agree that you will record two (2) additional songs, in whole or in part, owned by [illegible], one (1) song prior to December 31, 1974 and one (1) song prior to December 31, 1975.

With respect to the three (3) songs which you have agreed to record and the two (2) additional songs which you would record if you select alternative (B), the mechanical royalty to be paid to Big Seven for each composition recorded in whole or in part, shall be the statutory royalty of $.02 per composition.

For our records, we would appreciate your signing and returning the enclosed copy of this letter indicating your confirmation of the terms of the settlement agreement as stated in the enclosed transcript and this letter.

Very truly yours,

Michael H. Graham

MHG/jg
Encls.

CONFIRMED

BY: _____

Exhibit 41E, Capitol Telegram.

E21

Exhibit 20, September 6, 1974 Krasilovsky
Letter to Feigenbaum.

FEINMAN AND KRASILOVSKY, P.C.

ATTORNEYS AT LAW

ANDREW G. FEINMAN
M. WILLIAM KRASILOVSKY
ALAN SCHUTZER

9 EAST 40TH STREET NEW YORK, NEW YORK 10016

September 6,. 1974

John Feigenbaum, Esq.
Marshall, Bratter, Greene,
Allison & Tucker
430 Park Avenue
New York, New York

Re: Big Seven -v- Maclen, et al

Dear Mr. Feigenbaum:

I understand that you are familiar with matters concerning John Lennon, of which Michael Graham, formerly of your firm, previously was in charge. May I call your attention to the fact that nearly a year has now passed since the settlement by stipulation of the above action wherein certain recording obligations were undertaken concerning specifically the composition, "You Can't Catch Me," by Chuck Berry.

Would you kindly investigate and advise when the agreed Lennon recording is scheduled for release.

Very truly yours,

M. William Krasilovsky

MWK/sa

cc: Mr. Phil Kahl

Plaintiffs Ex. 12
FOR ID. 4-27-75
HARVEY B. KRAMER MK
REPORTER

E22

Exhibit 22, October 4, 1974 Krasilovsky
Letter to Feigenbaum.

FEINMAN AND KRASILOVSKY, P.C.

ANDREW J. FEINMAN
M. WILLIAM KRASILOVSKY
ALAN BRUTTEN

444 MADISON AVENUE, NEW YORK, NEW YORK 10017

October 4, 1974

John Feigenbaum, Esq.
Marshall, Bratter, Greene,
Allison & Tucker
430 Park Avenue
New York, New York

Re: Big Seven -v- Maclen, et al

Dear Mr. Feigenbaum:

I was disappointed not to receive a reply to my letter of September 6, 1974, a copy of which is enclosed herewith. Instead, I received a telephone call from Harold Seider, Esq., explaining that there would be some difficulties in complying with the agreement referred to in that letter. At this time, the next John Lennon LP has been released with only one of the three referred to in the contract included therein. This failure to comply with the settlement agreement is most disturbing, and I had explained to Mr. Seider that it should be cleared with Mr. Morris Levy directly. I understand that Mr. Seider will be in New York all of next week, and it is essential that his previous intentions to set up a meeting and audition of tapes to work out satisfactory amendments be carried out within the week.

Very truly yours,

M. William Krasilovsky

MWK/sa
Enclosure

cc: Harold Seider, Esq.
Mr. Morris Levy
Mr. Phil Kahl

SONGS GIVEN TO JOHN LENNON

TITLE	ARTIST	LABEL	WRITERS	PUBLISHER
BE BOP A LULA	Gene Vincent	Starline 6042	Tex Davis Gene Vincent	Lowery Music
PEGGY SUE	Buddy Holly	MCA 60004	Jerry Allison Norman Petty Buddy Holly	Nor Va Jak Mu ic Inc. Sole selling agent- Melody Lane Publ.
THAT'LL BE THE DAY	Buddy Holly	MCA 60009	Norman Petty Buddy Holly Jerry Allison	Nor Va Jak Music Inc. Sole selling agent - Melody Lane Publ.
BREATHLESS	Jerry Lee Lewis	Sun 25	Otis Blackwell	Hill & Range
SLIPPIN' & SLIDIN'	Little Richard	ABC/Dunhill D-2554	Penniman Bocage Collins Smith	Duchess Music/Venice
" "	Buddy Holly	MCA Records 2-4009		
C'MON EVERYBODY	Eddie Cochran	UA XW015	E. Cochran J. Cochart	Metric Music
RIP IT UP	Little Richard	ABC/Dunhill D-2533	Blackwell Marascalco	Venice
READY TEDDY	Little Richard	Specialty SP579-45	Blackwell Marascalco	Venice
DO YOU WANNA DANCE	Bobby Freeman	Virgo 6007	Bobby Freeman	Clockus Music
BRING IT ON HOME TO ME	Sam Cooke	RCA 447-0705	Sam Cooke	Kags Music
I'LL BRING IT HOME TO YOU	Carla Thomas	Atlantic 45-2163	Sam Cooke	Kags Music

3/74

Draft Ck 4 Fourth
7/15/75 - EO

Exhibit 23, Songs Given to John Lennon.

E23

TITLE	ARTIST	LABEL	WRITERS	PUBLISHER
SEND ME SOME LOVIN'	Sam Cooke	RCA 447-0706	Leo Price John Marascalco	Venice
" " " "	Little Richard	Specialty 598		
STAND BY ME	Ben E. King	Atco OS 13069	King/Glick	Progressive, ADT, Trio Music Selling agent - Hill & Range
AIN'T THAT A SHAME	Fats Domino	UA XW001	Antoine Domino David Bartholomew	Travis Music
SUMMERTIME BLUES	Eddie Cochran	UA XW014	Cochran Capehart	Hill & Range/Elvis Presley Music
YA YA	Lee Dorsey	Roulette 4050	Levy/Lewis	Frost
[illegible]000	Cadillacs	Virgo VG 6011	Esther Navarro	Adam R. Levy & Father
[illegible]' & [illegible]'	Bobby Lewis	Adam 8 Greatest R&R Hits	Malon Rene Ritchie Adams	Harvard Music/Viva Sole Selling agent Ivan Mogull Music
SEE	The Crows	Roulette 4008	Davis/Levy	Patricia

Exhibit 23.

E25

Exhibit 23.

Dorothy Rum... W... Music

Rip It Up
Ready Teddy
Send Me Some Lovin'
Bonie Maronie
Slippin & Slidin

~~[illegible]~~

Ed Marmor - Clockus

Do You Wanna Dance

Mike Stewart - Matric Music

Come On Everybody

Southern - Melody Lane - Nato Conti

Peggy Sue
That'll Be The Day

Kags Music - Joel Silver

Bring It On Home To Me
~~I'll Bring It On Home To You~~

Exhibit 24 - -John Lennon Typed and Handwritten List of Songs.

5 Copies of Same Copies Get Piano Tuned =

~~Deft. Exh.~~ For ID 2
Plf. Exh. ~~In EV~~ .....
Charles Shapiro 5/6/75
Doyle Reporting Inc. C.A.

BE BOP A LULA (GENE VINCENT)

PEGGY SUE BUDDY HOLLY

THAT'LL BE THE DAY BUDDY HOLLY

BREATHLESS JERRY LEE LEWIS

SLIPPING AND A SLIDING LITTLE RICHARD AND BUDDY HOLLY

COME ON EVERYBODY ✝ EDDIE COCHRAN

RIP IT UP ✝ LITTLE RICHARD

REDDY TEDDY ✝ LITTLE RICHARD

DO YOU WANNA DANCE BOBBY FREEMAN

BRING IT ON ✝ HOME TO ME SAM COOKE AND CARLA THOMAS

SEND ME SOME LOVING LITTLE RICHARD, BUDDY HOLLY AND SAM COOKE

STAND BY ME BEN E. KING

~~(30) XX 40 DAYS CHUCK BERRY AND RONNIE HAWKINS~~

~~AIN'T THAT A SHAME FATS DOMINO~~

~~SUMMERTIME BLUES ✝ EDDIE COCHRAN~~

~~[illegible]~~

this stuff in the 'can'

Bonie Maronie - Larry Williams
You can't catch me -
Angel Baby -
Sweet Little 16 - C. BERRY
Just Because (LLoyd Price - Larry Williams
Be my Baby (Ronnettes/Spector)
Since My Baby Left me: (Arthur Crudup / Elvis Presley.
YA. YA.

E27

Exhibit 28, December 11, 1974 Assignment
From Big Seven to Adam VIII.

Date December 11, 1974

Big Seven Music Corp. does hereby grant to Adam VIII Ltd. the exclusive right, privilege and license to advertise, distribute and sell disc and/or 8-track cartridges manufactured from the masters listed on the attached Schedule "A" which are either owned or leased by Big Seven Music Corp. and all together form the package entitled JOHN LENNON SINGS THE GREAT ROCK & ROLL HITS (A8018). For this right, Adam VIII Ltd. shall pay 1¢ per record sold and 2.4¢ per tape sold to Big Seven Music Corp.

BIG SEVEN MUSIC CORP.

ADAM VIII LTD.

Exhibit 28A, Schedule A Attached to Assignment.

SCHEDULE A

BE-BOP-A-LULA

AIN'T THAT A SHAME

STAND BY ME

SWEET LITTLE SIXTEEN

READY TEDDY

ANGEL BABY

DO YOU WANT TO DANCE

YOU CAN'T CATCH ME

BONY MORONIE

PEGGY SUE

BRING IT ON HOME TO ME

SLIPPIN' & SLIDIN'

BE MY BABY

YA YA

JUST BECAUSE

DEFT EX 1 FOR ID.
R. JACOBS 6/5 19 75

E29

Exhibit 30, December 31, 1974 Dolgenos
Letter to Big Seven

INGTON OFFICE 815 15TH STREET N.W.
WASHINGTON D.C. 20005

CABLE ADDRESS BETTARB
TELEX 127544

MARSHALL, BRATTER, GREENE, ALLISON & TUCKER
430 PARK AVENUE, NEW YORK, N.Y. 10022 · (212) 421-7200

December 31, 1974

Big Seven Music Corporation
17 West 60th Street
New York, New York 10023

Re: Big Seven Music Corp. v.
Maclen Music Inc., et al
70 Civ. 1348
S.D.N.Y.

Gentlemen:

In accordance with the stipulation of settlement entered into on October 12, 1973 with respect to the above-entitled matter, please be advised that the following master recordings are available for licensing and that you may select three (3) the following:

Mary Hopkin	Those Were the Days	Apple 1801
James Taylor	Carolina on my Mind	Apple 1805
Badfinger	Come and Get it	Apple 1815
Badfinger	Apple of My Eye	
Badfinger	No Matter What	Apple 1822
James Taylor	Something's Wrong	Apple 1805
Mary Hopkin	Goodbye	Apple 1806

Very truly yours,

David Dolgenos

DD:dl

cc: Mr. M. Wm. Krasilovsky
424 Madison Avenue
New York, N.Y.

E30

Exhibit 31, January 9, 1975 Levy
Response to Dolgenos.

Roulette Records Inc.

Morris Levy, president

January 9, 1975

Mr. David Dolgenos
Marshall, Bratter,
Allison & Tucker
430 Park Avenue
New York, N.Y.

Re: Big Seven Music v.
Maclen Music Inc.

Dear David,

I was suprised, to say the least to receive your letter dated December 31,1974. The stipulation of settlement entered into on October 14, 1973, was breeched by John Lennon and since that time this entire matter has been resolved during meetings with John Lennon, Harold Sider, (John Lennon's attorney) and myself. In accordance with the agreement reached during those negotiations, John Lennon has recorded sixteen (16) sides which I will market throughout the world by use of television advertising.

Please adjust your records to indicate that the original stipulation is no longer of any effect.

Best regards.

Sincerely,

Morris Levy

E31

Exhibit 41A, Capitol Telegram.

[illegible] 1659EST

CO3 NEW YORK NY FEB 7 1975
MS HUNT MEDIA, INC.
7 WEST 60 ST NEW YORK NY

EMI RECORDS, LTD. OWNS THE MASTERS OF THE JOHN LENNON ALBUM ABOUT TO
E RELEASED FOR SALE BY ADAM VIII OR ROULETTE RECORDS, INC. OR
NOTHER HORRIS LEVY COMPANY. WE UNDERSTAND THAT YOU ARE ENGAGED IN
LACING ADVERTISING FOR SALE OF SAID ALBUM. NEITHER EMI NOR WE HAVE
PPROVED OR CONSENTED TO SUCH SALES. WE DIRECT YOUR ATTENTION
O THE NEW YORK GENERAL BUSINESS LAW, SECTION 561. FURTHER, NO
RITTEN AUTHORIZATION TO USE LENNON'S NAME OR LIKENESS IN CONNECTION
ITH SUCH SALES HAS BEEN GRANTED. WE AND EMI INTEND TO HOLD YOU
LLY RESPONSIBLE FOR ANY DAMAGES SUFFERED AS A RESULT OF YOUR
ARTICIPATION IN SUCH UNAUTHORIZED RELEASE AND WE DEMAND THAT YOU
O NOT DO SO.

APITOL RECORDS, INC.

Exhibit 41B, Capitol Telegram.

1005 NEW YORK NY FEB 7 1975
PMS IVY HILL LITHOGRAPHERS
18 EAST 48 ST NEW YORK NY

EMI RECORDS, LTD. OWNS THE MASTERS OF THE JOHN LENNON ALBUM ABOUT TO BE RELEASED FOR SALE BY ADAM VIII OR ROULETTE RECORDS, INC. OR ANOTHER MORRIS LEVY COMPANY. WE UNDERSTAND THAT YOU HAVE MANUFACTURED OR PROPOSE TO MANUFACTURE ALBUM COVERS AND OTHER PRINTED MATTER FOR SUCH RELEASE. NEITHER WE NOR EMI HAVE APPROVED OR CONSENTED TO SUCH RELEASE. WE DIRECT YOUR ATTENTION TO THE NEW YORK GENERAL BUSINESS LAW, SECTION 561. FURTHER, NO WRITTEN AUTHORIZATION TO USE LENNON'S NAME OR LIKENESS IN CONNECTION WITH SUCH SALES HAS BEEN GRANTED. WE AND EMI INTEND TO HOLD YOU FULLY RESPONSIBLE FOR ANY DAMAGES SUFFERED AS A RESULT OF YOUR PARTICIPATION IN SUCH UNAUTHORIZED RELEASE AND WE DEMAND THAT YOU DO NOT DO SO.

CAPITOL RECORDS, INC.

Exhibit 41C, Capitol Telegram.

)S NEW YØRK NY FEB 7 1975
)S QUEENS LITHØGRAPHING CØRP.
-35 BARNET AVENUE
NG ISLAND CITY NY

)I RECORDS, LTD ØWNS THE MASTERS ØF THE JØHN LENNØN ALBUM ABØUT TØ BE
LEASED FØR SALE BY ADAM VIII ØR RØULETTE RECØRDS, INC. ØR ANØTHER
RRIS LEVY COMPANY. WE UNDERSTAND THAT YØU HAVE MANUFACTURED ØR
ØPØSE TØ MANUFACTURE ALBUM COVERS AND ØTHER PRINTED MATTER FØR SUCH
LEASE. NEITHER WE NØR EMI HAVE APPROVED ØR CONSENTED TØ SUCH
LEASE. WE DIRECT YØUR ATTENTIØN TØ THE NEW YØRK GENERAL BUSINESS LAW,
CTIØN 561. FURTHER, NØ WRITTEN AUTHØRIZATIØN TØ USE LENNØN'S NAME
LIKENESS IN CONNECTIØN WITH SUCH SALES HAS BEEN GRANTED. WE AND EMI
TEND TØ HØLD YØU FULLY RESPØNSIBLE FØR ANY DAMAGES SUFFERED AS A
SULT ØF YØUR PARTICIPATIØN IN SUCH UNAUTHØRIZED RELEASE AND WE DEMAND
AT YØU DØ NØT DØ SØ.

PITØL RECØRDS, INC.

Exhibit 41D, Capitol Telegram.

WU INFØMASTER

CAPREC NYK

042576C038 1955EST

C01 NEW YØRK NY FEB 7 1975
RMS RCA RECØRDS, INC.1133 AVENUE ØF THE AMERICAS NEW YØRK NY

EMI RECORDS LTD. ØWNS THE MASTERS ØF THE JØHN LENNØN ALBUM ABØUT TØ BE RELEASED FØR SALE BY ADAM VIII ØR ROLLETTE RECØRDS, INC. ØR ANØTHER MØRRIS LEVY CØMPANY. WE UNDERSTAND THAT YØU HAVE CØNDUCTED ØR PRØPØSE TØ CØNDUCT THE PRESSING AND/ØR FULFILLMENT FØR SUCH RELEASE. NEITHER EMI NØR WE HAVE APPRØVED ØR CØNSENTED TØ SUCH SALES. WE DIRECT YØUR ATTENTIØN TØ THE NEW YØRK GENERAL BUSINESS LAW, SECTIØN 561. FURTHER, NØ WRITTEN AUTHØRIZATIØN TØ USE LENNØN'S NAME ØR LIKENESS IN CØNNECTIØN WITH SUCH SALES HAS BEEN GRANTED. WE AND EMI INTEND TØ HØLD YØU FULLY RESPØNSIBLE FØR ANY DAMAGES SUFFERED AS A RESULT ØF YØUR PARTICIPATIØN IN SUCH UNAUTHØRIZED RELEASE AND WE DEMAND THAT YØU DØ NØT DØ SØ.

CAPITØL RECØRDS, INC.

ACCEPTED
C0001
1-PC

Exhibit 41E, Capitol Telegram.

western union Mailgram

MGMNY1T HSB
2-000870E039002 02/03/75
ICS IPMMTZZ CSP
1 9146983251 MGM TDMT MAMARONECK NY 02-03 0100A EST
ZIP 10019

CAPITOL RECORDS INC ATTN MISS NANCY DURYEA
1370 AVENUE OF AMERICAS
NEW YORK NY 10019

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

9146983251 TDMT MAMARONECK NY 105 02-03 0100A EST
PMS WFLD-TV, DLR
STATE STREET
CHICAGO IL
EMI RECORDS, LTD, OWNS THE MASTERS OF THE JOHN LENNON ALBUM ABOUT TO BE OR BEING ADVERTISED ON YOUR STATION. WE ARE EXCLUSIVE DISTRIBUTORS OF EMI PRODUCT IN THE UNITED STATES. NEITHER EMI NOR WE HAVE APPROVED OR CONSENTED TO SUCH SALES. FURTHER, NO WRITTEN AUTHORIZATION TO USE LENNON'S NAME OR LIKENESS IN CONNECTION WITH SUCH SALES HAS BEEN GRANTED. WE AND EMI INTEND TO HOLD YOU FULLY RESPONSIBLE FOR ANY DAMAGES SUFFERED AS A RESULT OF YOUR PARTICIPATION IN SUCH UNAUTHORIZED RELEASE AND WE DEMAND THAT YOU DO NOT DO SO.
CAPITOL RECORDS, INC.

0100S EST

MGMNY1T HSB

E36

Exhibit 41F, Capitol Telegram.

western union Mailgram

MGMNY1T MSB
2-0007952039002 02/03/75
ICS IPMMTZZ CSP
1 9146983251 MGM TDMT MAMARONECK NY 02-03 0103A EST
ZIP 10019

CAPITOL RECORDS INC ATTN MISS NANCY DURYEA
1370 AVENUE OF AMERICAS
NEW YORK NY 10019

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

9146983251 TDMT MAMARONECK NY 105 02-03 0103A EST
PMS WKBF-TV, DLR
21300 ST CLAIR
CLEVELAND OH
EMI RECORDS, LTD. OWNS THE MASTERS OF THE JOHN LENNON ALBUM ABOUT TO BE OR BEING ADVERTISED ON YOUR STATION. WE ARE EXCLUSIVE DISTRIBUTORS OF EMI PRODUCT IN THE UNITED STATES, NEITHER EMI NOR WE HAVE APPROVED OR CONSENTED TO SUCH SALES. WE DIRECT YOUR ATTENTION TO OHIO CRIMINAL CODE 2913.31-2.FURTHER, NO WRITTEN AUTHORIZATIZATION TO USE LENNON'S NAME OR LIKENESS IN CONNECTION WITH SUCH SALES HAS BEEN GRANTED. WE AND EMI INTEND TO HOLD YOU FULLY RESPONSIBLE FOR ANY DAMAGES SUFFERED AS A RESULT OF YOUR PARTICIPATION IN SUCH UNAUTHORIZED RELEASE AND WE DEMAND THAT YOU DO NOT DO SO.
CAPITOL RECORDS, INC.

0103 EST

MGMNY1T MSB

E37

Exhibit 41G, Capitol Telegram.

western union Mailgram

MGMNY1T HSB
2-000834E039002 02/03/75
ICS IPMMTZZ CSP
1 9146983251 MGM TDMT MAMARONECK NY 02-03 0103A EST
ZIP 10019

CAPITOL RECORDS INC ATTN MISS NANCY DURYEA
1370 AVENUE OF AMERICAS
NEW YORK NY 10019

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

9146983251 TDMT MAMARONECK NY 105 02-03 0103A EST
PMS WLVI-TV, DLR
MORRISSEY BLVD
DORCHESTER MA
EMI RECORDS, LTD. OWNS THE MASTERS OF THE JOHN LENNON ALBUM ABOUT TO BE OR BEING ADVERTISED ON YOUR STATION. WE ARE EXCLUSIVE DISTRIBUTORS OF EMI PRODUCT IN THE UNITED STATES. NEITHER EMI NOR WE HAVE APPROVED OR CONSENTED TO SUCH SALES. WE DIRECT YOUR ATTENTION TO MASSACHUSETTS GENERAL LAW CHAPTER 266 SECTION 143. FURTHER, NO WRITTEN AUTHORIZATIZATION TO USE LENNON'S NAME OR LIKENESS IN CONNECTION WITH SUCH SALES HAS BEEN GRANTED. WE AND EMI INTEND TO HOLD YOU FULLY RESPONSIBLE FOR ANY DAMAGES SUFFERED AS A RESULT OF YOUR PARTICIPATION IN SUCH UNAUTHORIZED RELEASE AND WE DEMAND THAT YOU DO NOT DO SO.
CAPITOL RECORDS, INC.

01:03 EST

MGMNY1T HSB

E38

Exhibit 41H, Capitol Telegram.

MGMNY1T HSB
2-000758E039002 02/08/75
ICS IPMMTZZ CSP
1 9146983251 MGM TDMT MAMARONECK NY 02-08 0059A EST
ZIP 10019

western union Mailgram

CAPITOL RECORDS INC ATTN MISS NANCY DURYEA
1370 AVENUE OF AMERICAS
NEW YORK NY 10019

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

9146983251 TDMT MAMARONECK NY 105 02-08 0059A EST
PMS WOR-TV, DLR
1440 BROADWAY
NEW YORK NY
EMI RECORDS, LTD. OWNS THE MASTERS OF THE JOHN LENNON ALBUM ABOUT TO BE OR BEING ADVERTISED ON YOUR STATION. WE ARE EXCLUSIVE DISTRIBUTORS OF EMI PRODUCT IN THE UNITED STATES, NEITHER EMI NOR WE HAVE APPROVED OR CONSENTED TO SUCH SALES. WE DIRECT YOUR ATTENTION TO NEW YORK GENERAL BUSINESS LAW 551. FURTHER, NO WRITTEN AUTHORIZATION TO USE LENNON'S NAME OR LIKENESS IN CONNECTION WITH SUCH SALES HAS BEEN GRANTED. WE AND EMI INTEND TO HOLD YOU FULLY RESPONSIBLE FOR ANY DAMAGES SUFFERED AS A RESULT OF YOUR PARTICIPATION IN SUCH UNAUTHORIZED RELEASE AND WE DEMAND THAT YOU DO NOT DO SO.
CAPITOL RECORDS, INC.

00:59 EST

MGMNY1T HSB

E39

Exhibit 41I, Capitol Telegram.

western union Mailgram

MGMNY1T MSB
2-000774E039002 02/03/75
ICS IPMMTZZ CSP
1 9146983251 MGM TDMT MAMARONECK NY 02-08 0100A EST
ZIP 10019

CAPITOL RECORDS INC ATTN MISS NANCY DURYEA
1370 AVENUE OF AMERICAS
NEW YORK NY 10019

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

9146983251 TDMT MAMARONECK NY 105 02-08 0100A EST
PM3 WKBS-TV, DLR
3201 SOUTH 22 ST
PHILADELPHIA PA
EMI RECORDS, LTD. OWNS THE MASTERS OF THE JOHN LENNON ALBUM ABOUT TO BE OR BEING ADVERTISED ON YOUR STATION. WE ARE EXCLUSIVE DISTRIBUTORS OF EMI PRODUCT IN THE UNITED STATES. NEITHER EMI NOR WE HAVE APPROVED OR CONSENTED TO SUCH SALES. WE DIRECT YOUR ATTENTION TO PENNSYLVANIA LAW TITLE 18 SECTION 4116. FURTHER, NO WRITTEN AUTHORIZATION TO USE LENNON'S NAME OR LIKENESS IN CONNECTION WITH SUCH SALES HAS BEEN GRANTED. WE AND EMI INTEND TO HOLD YOU FULLY RESPONSIBLE FOR ANY DAMAGES SUFFERED AS A RESULT OF YOUR PARTICIPATION IN SUCH UNAUTHORIZED RELEASE AND WE DEMAND THAT YOU DO NOT DO SO.
CAPITOL RECORDS, INC.

01101 EST

MGMNY1T MSB

Exhibit 41J, Capitol Telegram.

DOMESTIC SERVICE
Check the class of service desired, otherwise this message will be sent as a fast telegram
TELEGRAM
DAY LETTER
NIGHT LETTER

WESTERN UNION TELEGRAM

W. P. MARSHALL, CHAIRMAN OF THE BOARD
R. W. McFALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired, otherwise the message will be sent at the full rate
FULL RATE
LETTER TELEGRAM
SHORE SHIP

NO. WDS.	CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
				CAPITOL RECORDS, INC. 1370 Avenue of Americas	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

FEBRUARY 10, 1975

WKBD-CHANNEL 50
26955 W. 11 MILE ROAD
SOUTHFIELD, MICHIGAN 48075

EMI RECORDS, LTD. OWNS THE MASTERS OF THE JOHN LENNON ALBUM ABOUT TO BE OR BEING ADVERTISED ON YOUR RADIO STATION. WE ARE EXCLUSIVE DISTRIBUTORS OF E PRODUCT IN THE UNITED STATES. NEITHER EMI NOR WE HAVE APPROVED OR CONSENTE TO SUCH SALES. FURTHER, NO WRITTEN AUTHORIZATION TO USE LENNON'S NAME OR LIKENESS IN CONNECTION WITH SUCH SALES HAS BEEN GRANTED. WE AND EMI INTEND TO HOLD YOU FULLY RESPONSIBLE FOR ANY DAMAGES SUFFERED AS A RESULT OF YOUR PARTICIPATION IN SUCH UNAUTHORIZED RELEASE AND WE DEMAND THAT YOU DO NOT DO SO.

CAPITOL RECORDS, INC.

WU1206(R2-65)

E41

Exhibit 41K, Capitol Telegram.

WESTERN UNION

February 10, 1975

WKBS-TV
3201 South 26th Street
Philadelphia, PA.

ON FEBRUARY 7 WE SENT YOU A TELEGRAM DEMANDING THAT YOU NOT AIRPLAY ANY ADVERTISING OF A JOHN LENNON ALBUM. WE ARE ADVISED YOU DID AIRPLAY SAME LAST NIGHT. EMI, THE OWNER OF THE MASTERS, HAS NOT GRANTED APPROVAL FOR SALE THEREOF AND DEMAND IS AGAIN MADE THAT YOU FORTHWITH CEASE AND DESIST FROM SUCH ADVERTISING.

CAPITOL RECORDS, INC.

Exhibit 41L, Capitol Telegram.

WESTERN UNION

Charge CAPITOL RECORDS, INC., 1370 Avenue of Americas, NYC

February 10, 1975

WOR-TV
1440 Broadway
New York, NY

ON FEBRUARY 7 WE SENT YOU A TELEGRAM DEMANDING THAT YOU NOT AIRPLAY ANY ADVERTISING OF A JOHN LENNON ALBUM. WE ARE ADVISED YOU DID AIRPLAY SAME TODAY. EMI, THE OWNER OF THE MASTERS, HAS NOT GRANTED APPROVAL FOR SALE THEREOF AND DEMAND IS AGAIN MADE THAT YOU FORTHWITH CEASE AND DESIST FROM SUCH ADVERTISING.

CAPITOL RECORDS, INC.

E43

Exhibit 41M, Capitol Telegram.

WESTERN UNION

Charge CAPITOL RECORDS, INC., 1370 Avenue of Americas, NYC

February 11, 1975

WFLD-TV
300 N. State Street
Chicago, IL.

ON FEBRUARY 7 WE SENT YOU A TELEGRAM DEMANDING THAT YOU NOT AIRPLAY ANY ADVERTISING OF A JOHN LENNON ALBUM. WE ARE ADVISED YOU DID AIRPLAY SAME YESTERDAY. EMI, THE OWNER OF THE MASTERS, HAS NOT GRANTED APPROVAL FOR SALE THEREOF AND DEMAND IS AGAIN MADE THAT YOU FORTHWITH CEASE AND DESIST FROM SUCH ADVERTISING.

CAPITOL RECORDS, INC.

Exhibit 41N, Capitol Telegram.

WU INF0MASTER

CAPREC NYK

04002-C049 1820EST
001 NEW Y0RK NY FEB 18 1975
PMS KDNL-TV
1215 C0LE ST. L0UIS MISS0URI

EMI REC0RDS, LTD. 0WNS THE MASTERS 0F THE J0HN LENN0N ALBUM CALLED R00TS BEING ADVERTISED 0N Y0UR STATI0N. WE ARE EXCLUSIVE DISTRIBUT0RS 0F EMI PR0DUCT IN THE U.S. NEITHER EMI N0R WE HAVE APPR0VED 0R C0NSENTED T0 SUCH SALES. FURTHER, N0 WRITTEN AUTH0RIZATI0N T0 USE LENN0N'S NAME 0R LIKENESS IN C0NNECTI0N WITH SUCH SALES HAS BEEN GRANTED. WE AND EMI INTEND T0 H0LD Y0U FULLY RESP0NSIBLE F0R ANY DAMAGES SUFFERED AS A RESULT 0F Y0UR PARTICIPATI0N IN SUCH UNAUTH0RIZED RELEASE AND WE DEMAND THAT Y0U D0 N0T D0 S0.

CAPIT0L REC0RDS, INC.

ACCEPTED
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Exhibit 410, Capitol Telegram.

WU INFØMASTER

CAPREC NYK

038607C044 1811EST
001 NEW YØRK NY FEB 13 1975
PMS WCIX-TV
1111 BRICKELL AVENUE MIAMI FLØRIDA

EMI RECØRDS, LTD. ØWNS THE MASTERS ØF THE JØHN LENNØN ALBUM CALLED RØØTS BEING ADVERTISED ØN YØUR STATIØN. WE ARE EXCLUSIVE DISTPIBUTØRS ØF EMI PRØDUCT IN THE U.S. NEITHER EMI NØR WE HAVE APPRØVED ØR CØNSENTED TØ SUCH SALES. WE DIRECT YØUR ATTENTIØN TØ FLØRIDA LAWS, SECTIØN 543-041. FURTHER, NØ WRITTEN AUTHØRIZATIØN TØ USE LENNØN'S NAME ØR LIKENESS IN CØNNECTIØN WITH SUCH SALES HAS BEEN GRANTED. WE AND EMI INTEND TØ HØLD YØU FULLY RESPØNSIBLE FØR ANY DAMAGES SUFFERED AS A RESULT ØF YØUR PARTICIPATIØN IN SUCH UNAUTHØRIZED RELEASE AND WE DEMAND THAT YØU DØ NØT DØ SØ.

CAPITØL RECØRDS, INC.

ACCEPTED
00001
1-PC

E46

Exhibit 41P, Capitol Telegram.

WU INFØMASTER

CAPREC NYK

021939A043 1455EST
001 NEW YØRK NY FEB 12 1975
PMS WTCN-TV
2925 DEAN BØULEVARD MINNEAPØLIS MINN

EMI RECØRDS, LTD. ØWNS THE MASTERS ØF THE JØHN LENNØN ALBUM ABØUT TØ BE ØR BEING ADVERTISED ØN YØUR STATIØN. WE ARE EXCLUSIVE DISTRIBUTØRS ØF EMI PRØDUCT IN THE U.S. NEITHER EMI NØR WE HAVE APPRØVED ØR CØNSENTED TØ SUCH SALES. WE DIRECT YØUR ATTENTIØN TØ MINNESØTA LAWS, CHAPTER 579 LAWS ØF 1973. FURTHER, NØ WRITTEN AUTHØRIZATIØN TØ USE LENNØN'S NAME ØR LIKENESS IN CØNNECTIØN WITH SUCH SALES HAS BEEN GRANTED. WE AND EMI INTEND TØ HØLD YØU FULLY RESPØNSIBLE FØR ANY DAMAGES SUFFERED AS A RESULT ØF YØUR PARTICIPATIØN IN SUCH UNAUTHØRIZED RELEASE AND WE DEMAND THAT YØU DØ NØT DØ SØ.

CAPITØL RECØRDS, INC.

ACCEPTED

Exhibit 49, February 11, 1975, "Trade Release".

TRADE RELEASE: CAPITOL RUSHES LENNON'S "ROCK 'N' ROLL'

HOLLYWOOD, Feb. 11 -- John Lennon's long-awaited "oldies" LP, entitled simply "ROCK 'N' ROLL", is being rush-released this week on the Apple label (distributed by Capitol).

Announcement of the release was made today by Don Zimmermann, Senior Vice President, Marketing, Capitol Records, Inc., who stated that the album will be in full national distribution by February 17.

Capitol's suggested list price for the LP is $5.98 ($6.98 for tape). The company is launching a massive sales-support campaign to coincide with release date, including heavy trade and consumer advertising and a six-figure radio and TV buy.

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John Lennon, EMI, Apple and Capitol have advised that the album "ROOTS", advertised on TV by Adam VIII, is being manufactured from tapes which have not been completed nor approved by John Lennon, with regard to quality. The use of the recordings in this album and the use of Mr. Lennon's name and likeness have not been authorized. The only recordings approved by Mr. John Lennon for commercial release are contained in the album "ROCK 'N' ROLL", on the Apple label, distributed by Capitol Records and EMI.

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FEB 12 1975

Exhibit 49.

1975 FEB 14 AM 11:22

WU INFOMASTER
•
CAPITOL HOLSA

022443A045 1418EST
ZCZC MA 001 HOLLYWOOD CA
ZIP 10021
WNEW TV
205 EAST 67TH ST.
NEW YORK, NY 10021
BT
54325

THE FOLLOWING PRESS RELEASE WAS ISSUED YESTERDAY, FEB 12TH 1975:
"HOLLYWOOD, FEB 11 --JOHN LENNON'S LONG-AWAITED "OLDIES" LP, ENTITLED SIMPLY "ROCK 'N' ROLL", IS BEING RUSHE-RELEASED THIS WEEK ON THE APPLE LABEL (DISTRIBUTED BY CAPITOL). ANNOUNCEMENT OF THE RELEASE WAS MADE TODAY BY DON ZIMMERMAN, SENIOR VICE PRESIDENT, MARKETING, CAPITOL RECORDS, INC., WHO STATED THAT THE ALBUN WILL BE IN FULL NATIONAL DISTRIBUTION BY FEBRUARY 17. CAPITOL'S SUGGESTED LIST PRICE FOR THE LP IS $5.98 ($6.98) FOR TAPE). THE COMPANY IS LAUNCHING A MASSIVE SALES-SUPPORT CAMPAIGN TO COINCIDE WITH RELEASE DATE, INCLUDING HEAVY TRADE AND CONSUMER ADVERTISING AND A SIX-FIGURE RADIO AND TV BUY.

"JOHN LENNON, EMI, APPLE AND CAPITOL HAVE ADVISED THAT THE ALBUM "ROOTS", ADVERTISED ON TV BY ADAM VIII, IS BEING MANUFACTURED FROM TAPES WHICH HAVE NOT BEEN COMPLETED NOR APPROVED BY JOHN LENNON, WITH REGARD TO QUALITY. THE USE OF THE RECORDINGS IN THIS ALBUM AND THE USE OF MR. LENNON'S NAME AND LIKENESS HAVE NOT BEEN AUTHORIZED. THE ONLY RECORDINGS APPROVED BY MR. JOHN LENNON FOR COMMERCIAL RELEASE ARE CONTAINED IN THE ALBUM "ROCK 'N' ROLL", ON THE APPLE LABEL, DISTRIBUTED BY CAPITOL RECORDS AND EMI."

CAPITOL RECORDS, INC
CHARLES H. TILLINGHAST - LEGAL
END/RICH
NNNN
ZCZC 002 HOLLYWOOD CA
ZIP 10017
WPIX TV
220 EAST 42ND ST
NEW YORK, NY 10017
BT
ZCZC 003 HOLLYWOOD CA
ZIP 55416
WTCN TV

Exhibit 49.

2925 DEAN BOULEVARD,
MINNEAPOLIS, MINN 55416
BT
ZCZC 004 HOLLYWOOD CA
ZIP 48076
WKBD TV CH 10
26955 WEST 11 MILE RD
SOUTHFIELD, MICH 48076
BT
ZCZC 005 HOLLYWOOD CA
ZIP 10018
WOR TV
1440 BROADWAY
NEW YORK NY 10018
BT
ZCZC 006 HOLLYWOOD CA
ZIP 60610
WFLD TV
300 NORTH STATE ST
CHICAGO ILL 60610
BT
ZCZC 007 HOLLYWOOD CA
ZIP 44117
WKBF TV
21300 ST. CLAIRE
CLEVELAND, OHIO 44117
BT
ZCZC 008 HOLLYWOOD CA
ZIP 19145
WKBS TV
3201 SOUTH 22ND ST
PHILADELPHIA PA 19145
BT
ZCZC 009 HOLLYWOOD CA
ZIP 48076
WKBD TV CH 50
26955 WEST MILE ROAD
SOUTHFIELD MICH 48076
BT
ZCZC 010 HOLLYWOOD CA
ZIP 19145
WKBS TV
3201 SOUTH 26TH ST
PHILADELPHIA PA 19145
BT
NNNNEND

ACCEPTED
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1-PC

Exhibit 65, Viva March 1975 Article: "John Lennon Talks About Music, Money, Marriage and Fame.

One of John Lennon's friends, Elton John, spends $5,000 for a pair of sunglasses and buys his manager a yacht for a birthday present. Another friend, Mick Jagger, makes the best-dressed list and fills the pages of *Women's Wear Daily* by gliding in limos from chic party to chic party to chic party. But Lennon is most likely to be home in his three-room Manhattan apartment where he could be reading a book about the Crusades or flicking channels on his TV, pausing for a good look at the make-up on "Planet of the Apes", a view of bikini-clad lovelies on an adventure show, or a portion of the evening news.

John Lennon talks about music, money, marriage, and fame

By Loraine Alterman
Photographs by David Gahr

E51

Exhibit 65.

Exhibit 65.

"I'm changing all the time but it's not a permanent change. It's like swimming in the same swimming pool; sometimes you swim in it well and sometimes you don't."

When he goes out to a movie or to a restaurant where he knows the ambience is unassuming, his usual outfit is jeans, a T-shirt, and a black newsboy cap. The cap is new—his last one was snatched from his head by a teenage phantom in Greenwich Village. If there is someplace he must go, like a record-industry charity banquet, Lennon slips into a black velvet suit and a smile that hides his shyness.

Lennon is really happiest either in the recording studio or at home. His furnishings are sparser than even a civil servant of his age—thirty-four—would tolerate. But all Lennon needs to be comfortable is the big bed set up in the living room facing the TV, and the tools of his trade—a piano, guitars, stereo equipment, and an electronic percussion machine that at the push of a button plays almost any kind of rhythm a songwriter wishes to hear. A door leads from the living room to a terrace where Lennon has set up a telescope so he can watch boats go by on the East River. In what would normally be the bedroom, floor-to-ceiling shelves hold records and books, and facing them is a sofa bed for visits from his eleven-year-old son, Julian, who lives in England with John's first wife.

But even though Lennon leads the simple life in Manhattan, he is still the ex-Beatle who is constantly being asked by passersby, waiters, and cabdrivers, "Are you John?" He considers all this a simple fact of life, and answers "yes" or "hello," signing an autograph on request as casually as another man might nod to the mailman on his way to work. Sometimes he'll quip, "No, I'm not him but I wish I had his money."

Lennon has not been out of the media's spotlight since 1963, when America became infected with Beatlemania and waves of frantic teenagers stormed concert halls and hotel lobbies for a glimpse of the British "mop heads." But John was always the best-known Beatle, usually considered the smartest, and often thought responsible for the more irreverent antics. In 1965 the Beatles were accorded their first formal recognition from the power structure when Queen Elizabeth II presented them with the Most Excellent Order of the British Empire, confirming what the kids knew all along—that the Beatles were an institution. (Lennon returned his medal four years later, "in protest against Britain's involvement in the Nigeria-Biafra thing, against

support of America in Vietnam, and against 'Cold Turkey' slipping down in the charts.")

Probably his most famous remark was made in 1966, when he was quoted in *Datebook* magazine as saying, "Christianity will go. It will vanish and shrink. . . . We're more popular than Jesus now. . . ." As a result of that statement, Beatle records were banned by radio stations throughout America and the world. But that was only one of Lennon's many run-ins with censorship. In 1968 his record album, *Two Virgins*, was confiscated and banned from record stores across the country because of the nude photo of Lennon and wife Yoko Ono that graced its cover, and the following year his song "The Ballad of John and Yoko" was banned by New York's radio station WMCA for its use of the words "Christ" and "crucifixion."

The Beatles formally broke up in 1971, following months of rumor and speculation, when Paul McCartney shocked the love generation he'd helped create by bringing suit in London's High Court to end the partnership. But they left behind a tremendous influence on the fashions, lifestyles, manners, and mores of an entire generation of Americans. And it was John Lennon who went on to have the strongest influence on the politics and culture of that generation. His interests became the interests of the nation, popularizing everything from transcendental meditation with the Maharishi Mahesh Yogi to the primal scream therapy of Dr. Arthur Janov. Along with Japanese artist/author/performer Yoko Ono, his wife since 1969, his campaigns for world peace, including the widely publicized bed-in in Montreal, received international attention. And more recently, the appearance of John and Yoko at a New York benefit for retarded and handicapped children turned a struggling affair into a smashing success.

As an artist, Lennon flourished on his own. His numerous creative projects have included acting in *How I Won the War* and making art films that were shown at the Cannes Film Festival. And, of course, there are his six critically and commercially successful record albums released since the Beatles' breakup. John and Yoko are now separated, and he is often seen in the company of May Pang, his Chinese secretary. Rumors still circulate about him, and lately they concern drinking bouts, like last year's well-publicized eviction from the Troubadour in Los Angeles, when Lennon was alleged to have socked a female photographer outside the club. But the perennial spotlight is chiefly focused on his lengthy and complicated struggle with the U.S. government to remain in this country.

His conviction in Britain in 1968 for possession of marijuana (he pleaded guilty to this charge to avoid a lot of legal hassle and adverse publicity though maintaining the drug was planted in his room) was used by the U.S. Immigration and Naturalization Service as the original reason for denying Lennon permanent resident status, although he has ironically been granted "third preference" status, a category reserved for outstanding artists whom the Attorney General considers a national asset. But in 1973, when the U.S. government first granted and then revoked an extension on Lennon's visa, he was charged with violating the terms of his visa, and both this case and the whole question of his deportability and eligibility for permanent residence status are about to be decided by the U.S. Circuit Court of Appeals in New York. In the meantime, Lennon has filed suit against the U.S. government, charging that a high-level conspiracy to throw him out of the country has been in operation, and that this conspiracy involved the U.S. Immigration Service, John Mitchell, Richard Kleindienst, former Immigration Service Commissioner Farrell, former District Director Marks, and other officials. Lennon's suit will soon be judged in the U.S. District Court in New York.

What follows is a collection of John Lennon's innermost thoughts and feelings about his life and his work, taped exclusively for *Viva* in his New York apartment.

On Americanization

My so-called "Americanization" started at birth because by that time—1943–44—the whole world, especially the West, was becoming Americanized. I was brought up on Coca Cola, Heinz beans—which we thought were English—Heinz ketchup, and Doris Day movies. Arriving in the States was a great thrill, but there weren't many surprises since I'd seen so many Hollywood films. I love all the gear here, whether it's cheeseburgers or more TV channels. There's definitely more energy in America, and I don't think it's the size of the country or the amount of people here. It's just that Americans have more energy. America is more my speed.

On the Beatles and Performing

George Harrison once said to Dereck Taylor (the onetime Beatles press officer) that the Beatles had made it because we worked harder than anybody else. We did have a certain amount of God-given talent, but it was a lot of work, and the energy was multiplied by the four of us. That's what putting a group together is—whoever's leading has to have enough energy to hand it out as well. And that's what creating is about really—energy. The musicians have to have enough energy to play and concentrate for three-minute periods at a time, which can feel like two hours.

On Being Famous

Fame can be a nuisance, but I'm not a great griper about being a public figure. It's quite funny, really, because the news stories about me get so ludicrous. Whether it's about what supposedly happened at the Troubadour in Los Angeles, or about something with Yoko or Paul. The versions of what happened get so unreal they're hilarious.

Luckily, it's not like it was a couple of years ago when photographers were hanging outside every door. Those days are over, I'm glad to say. The constant attention was a bugger.

The thing is, I don't have any real big secrets. None of us do. That's the cosmic joke Number Nine. Everybody's busy hiding secrets everybody else has got.

Still, it can be painful to read stuff about your private life. It's like salt in the wound. But that's one of the prices for being an egomaniac or whatever makes me do this thing I do.

On Marriage and Yoko

I don't know what marriage is. I have no idea. Marriage has nothing to do with a man/woman relationship. My marriages were for different reasons, so that even though I've had two marriages they had nothing to do with each other.

I don't think marriage ruined my relationship with Yoko one way or the other. It was something we did along with a lot of other things.

And I have a feeling I'll remain friends with Yoko if we ever do get divorced. We've talked about it but divorce doesn't interest us. It's another pain in the neck, and since I

(Continued on page 95)

JOHN LENNON

(Continued from page 51)

probably won't bother getting married again, it would be a waste of time.

It's hard to discuss the situation between me and Yoko, because it's so personal and because I'm not quite sure myself. Yoko and I are sort of separated but equal and together. I don't know what else to say except that Yoko is probably the first and only woman I've ever been with who'll remain a real friend, no matter what goes down with our marriage.

On Becoming a Musician

When I was sixteen I went through a deep dialogue with myself. I was in art school and all the other art students around me were always discussing the pros and cons of being aesthetic or earning a living and being just a Sunday painter. That argument about the dangers of keeping your art in the attic produced a major decision in my life. I wanted to be either a painter or a writer. But then I thought, if you're not going to really create to show people —to communicate—you might as well put your work in the attic. Composing music was a way out of my dilemma because it was so immediate.

When I first heard music I was transfixed. I didn't think about it, I just fell in love with music. I was completely hypnotized. I wasn't into anything else besides music, except girls. I guess that's how I've always been.

I was constantly making up music —playing mouth organs, accordions, piano, anything I could lay my hands on as a kid. I sang and imitated others, but the real Pied Piper was rock 'n' roll. When I heard it I dropped everything else. It was instinctive. Rock 'n' roll music gets right through to you without having to go through your brain. Rock 'n' roll music goes right to the gut.

On Writing

I guess everything I write is about me. For instance, on *Walls and Bridges* there's "Nobody Loves You (When You're Down and Out)." There isn't anybody who doesn't feel that nobody ever loved them. We all have that feeling. I call my songs personal, but I'm just using John Lennon as the character of the book.

When I'm not working I conserve my energy. I hate to waste it. I used to—still do—feel guilty about not doing anything for periods of time. But I spend hours just pissing about because *that's* actually when I write—even if I'm just making up words in my head without physically putting them down on paper.

I got the title for my new album from one of those public service announcements that I'm always watching on TV. I was flicking through the channels as I usually do—I hardly ever see a whole program—and I heard the phrase "walls and bridges," and filed it in my head because I liked it. Walls keep you in, either protectively or otherwise, and bridges get you somewhere else. It's sort of poetic, and it says everything without saying anything, and so I kept it.

On Competition

I am competitive. I've always competed and often had sort of love/hate relationships with other artists and musicians, whether I knew them personally or not. This goes back to the early days before the Beatles were famous. The competition still goes on, but I also respect and love other artists in a way too, because they're the nearest thing to me around.

I said something about it in the song "Sacred"—"hatred and jealousy gonna be the death of me." That was one of those lines that came to me one morning. I woke up and I was going to start fiddling with it because the meaning was too real. And then I said don't—don't. It's true, it's destructive, which is the worst thing I can say about jealousy. But there are a lot of artists who are much worse than I am. They can hardly bear to hear a rival's name mentioned around them.

On Criticism

By the time I'm ready to record, I've overcome any pressure I might feel to top my last album. It's really in the writing that the problem of competing with myself exists. And that's what dilutes both the praise and the criticism I get, because no matter how often I've been knocked it still hurts.

But then you can get a review like the one I got for *Walls and Bridges* that says the best cut is "Ya Ya" [an old rock tune], which is a joke cut. And it makes any praise in that review almost invalid. There are very few people—they could be critics or fans on the street—who really know or follow exactly what I'm doing. When they praise me, that's good; it's a groove, because they're usually along with the trip I'm on, while the rest are usually just near it or around it. If a critic needles right in on something that I feel is true, then it's almost as good as the praise because I know that they've *seen* it—heard it—they've been *in there with me*. I'm never that blind that I don't know what I've put out. It's valid to say "this is where I am at this moment," "this is what's going on." The clown ain't happy—his props fell over or something. The show goes on, as they say.

On the Artist and Society

I feel guilty when I'm not working, largely because of society's attitude towards artists and musicians—which is that we're really an extra benefit to society, a luxury. I don't believe that. Artists are a necessity. I think music is a necessity. It isn't just to entertain the troops with. But all the arts are sort of looked down on as if they aren't really worth it.

I've often been asked "what are you going to do?" when I'm already out there doing it in front of everybody's eyes. "Journalist" became one of my answers because society said it was all right to be a journalist. At least, it was better than being a poet. So I always answered "journalist," and everybody said "don't be silly, what do you *really* want to be?"

So you feel guilty because you're not digging ditches or, for that matter, handing out rice—which are valid ways of life, but I couldn't commit myself to either one of those occupations. And the guilt takes up a lot of time and energy. It's crazy. But finally you work your way out of it by writing.

I think one of the permanent obstacles for creative people is that at some period or other you're expected to run dry and either jump out of a window or get spat upon in a bar as a result. I refuse to believe that either will

happen, which has probably saved me from running dry. I keep remembering the Dylan Thomas Brendan Behan syndrome. They were both self-destructive, but they were encouraged to be that way. We encourage each other to die because if everybody else dies that means you're alive. Those two poets are legendary. They came to America, did the college lecture circuit, and ultimately drank themselves to death—probably with an audience around them.

When I've been drunk or disemboweled in one way or another, there're always friends and hangers-on who sit around applauding as they hand me more and more stuff to kill myself with. It's like Bob Dylan says in that song, "pull you down in the hole that he's in." But whenever I say these things, I'm careful not to blame other people.

Somebody once said that artists mirror society and that if people/society don't like it that's too bad, because we're all in that reflection together. Artists are poetic historians. They're like doctors. Some doctors do heads, some do arms; artists do emotions and feelings.

On Making Movies

I'd love to be in a movie and know when it was finished that I was wonderful. I used to get scripts sent to me, but I can't evaluate a script. A script is the most off-putting thing—it looks like a science paper.

The only way I'd ever get involved in a film again is if somebody talked to me personally, explaining what the script was about. I'm not interested enough in film to go flouting my little body around, saying I'm available for movies because I'm not really madly interested.

It was torture making *How I Won the War*. Talk about nerves—it was terrifying. You're supposed to say those words and some other idiot wrote them. If they were my own words, I could stand it, but saying somebody else's words is a drag.

A Hard Day's Night was sort of interesting, since it was the first time. We loathed the script because it was somebody trying to write like we were in real life. In retrospect, Alun Owen didn't do a bad job, but at the time we were self-conscious about the dialogue. It felt unreal.

HELP! was too Disneyland. Later there was a rash of films similar to *HELP!* and I could see what Richard Lester, the director, was doing. But he didn't really utilize us in that film. He forgot about who and what we were. And that's why the film didn't work. It was like having clowns in a movie about frogs.

On Friendship

I don't know how real a friend is because friendship changes. Whenever anybody says "friend," I think of schoolboy friends, and after school it was the Beatles. I'm still good friends with George, Ringo, and Paul. I've always had lots of acquaintances, too, but there was always a tight circle of friends. It takes a lot of time and energy to make new friends and keep them—to go through the process of discovering about somebody. But how much energy I put into finding new friends is a moot point. When I do, I forget about being John Lennon, because if it's another musician and/or "star" that I'm meeting, then I'm safe. Take Elton John, for instance. I know he doesn't need anything from me so I can be completely open and relaxed with him, more so than with someone who isn't so famous but is in the same business.

As for women friends, they were just part of the gang and we boys used to play "catch a girl, kiss a girl" so it was really sex—take their knickers off and things like that. Even at age five or six I was having some kind of sex relationships with women. Then in school they separate you and the next time you confront women is at about thirteen. The only female friend I had was a cousin of mine who was three years older than me, but even that involved sex, though she was a friend. That's the only friendship I can remember in the past. I can't say that I have had many female friends—those I've had were usually through some kind of business dealing. I have the feeling I'll have more female friends as I get older, because I've been taught by the women's revolution to see them differently.

On the Sixties

I am not in the group of people who think that because all of our dreams didn't come true in the Sixties everything we said or did was invalid. No, there isn't any peace in the world despite our efforts, but I still believe the hippie peace-and-love thing was worthwhile. If somebody stands up and smiles and then gets smacked in the face, that smack doesn't invalidate the smile. It existed.

The actual peace events we staged came directly from Yoko. She had decided that whatever action she took, she took for a specific reason. Her reason was peace. I'd been singing about love, which I guess was another word for peace. Our actual peace demonstrations were Yoko-style events. They were also pure theater. The bed sit-in in Canada was one of the nicest ones, and I participated almost like a spectator because it was Yoko's way of demonstrating.

On Money

I've done the money trip—the last sort of glorious living I did was in Ascot House in England. It was a beautiful house and very expensive—two hundred thousand pounds, supposedly, on seventy-eight acres. That was the biggest house I ever had, and buying it was like the end of that particular dream. I still found that I spent most of the time on the bed with the TV or in the recording studio. So it's almost the same as what I'm doing now, except I can't walk out onto grass. You can pretend a lot on seventy-eight acres. I mean you can pretend you're on the moon.

I enjoy the security of knowing I've got money. I've still got that lower-class fear. Philosophically, I can see that worrying or caring about money is a load of shit. But it isn't a load of shit, either. And though I haven't got half as much as people think I have, I am comparatively well-off.

I don't seem to spend a lot of money, but it certainly goes. Wealth per se doesn't make me happy. But it's like my Aunt Mimi always said, I'd sooner be miserable in luxury. I don't know what luxury is—I mean it's a bed and a carpet and some food. If they took the TV away, then I'd certainly call that suffering.

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Exhibit 80, List of Adam VIII 7½ Inch Master Tapes Submitted From Various Record Companies.

7 1/2 IPS MASTER TAPES
SUBMITTED FROM VARIOUS RECORD COMPANIES

SELLER

	SONG TITLE	ARTIST	RECORD COMPANY	PACKAGE #
1.	GOOD LOVIN'	YOUNG RASCALS	ATLANTIC	CRYSTAL# GT 9000
2.	FOR YOUR LOVE	PEACHES & HERB	CBS	" " 500
				(24 Solid Hits)
3.	GROOVIN'	YOUNG RASCALS	ATLANTIC	CRYSTAL#500(24 S.Hit
4.	TURN,TURN,TURN	BYRDS	CBS	" "500
5.	LITTLE MAN	SONNY & CHER	ATLANTIC	" "500
6.	HELLO DARLIN'	CONWAY TWITTY	MCA	K-Tel WV-320
7.	STATUE OF A FOOL	JACK GREENE	MCA	K-Tel WV-320
8.	GAMES PEOPLE PLAY	BILL ANDERSON	MCA	K-Tel WV-320
9.	I FALL TO PIECES	PATSY CLINE	MCA	K-Tel WV-320
10.	STILL	BILL ANDERSON	MCA	K-Tel WV-320
11.	WALKING THE FLOOR OVER YOU	ERNEST TUBB	MCA	K-Tel WV-320
12.	SUMMERTIME BLUES	EDDIE COCHRAN	UA	DYNAMIC HOUSE "Rock Is Here To Sta
13.	BLUEBERRY HILL	FATS DOMINO	UA	" " "
14.	TAKE GOOD CARE OF MY BABY	BOBBY VEE	UA	" " "
15.	TOWER OF STRENGTH	GENE MC DANIELS	UA	" " "
16.	YOU'VE LOST THAT LOVIN'FEELING	RIGHTEOUS BROS.	MGM	TELE-HOUSE # 6001
17.	SUMMER IN THE CITY	LOVIN' SPOONFUL	MGM	" " " "
18.	HOUSE OF THE RISING SUN	ANIMALS	MGM	" " " "
19.	BAND OF GOLD	FREADA PAYNE	INVICTUS	SOUL TRAIN #8004
20.	GIVE ME JUST A LITTLE MORE TIME	CHAIRMEN OF THE BOARD	INVICTUS	SOUL TRAIN #8004
21.	SHAME,SHAME,SHAME	SHIRLEY & CO.	ALL PLATINUM	NEW DISCO PKG.

ALL MASTERS SUBMITTED @ 7½ IPS

NAME OF LP: "20 POWER HITS" — K TEL

DATE: October 1971

ALBUM#: K-TEL TU222 Vol. 2

[SCHEDULE-SPECIAL LP]

	SONG TITLE	ARTIST	RECORD COMPANY	PUBLISHER
1.	DRAGGIN' THE LINE	TOMMY JAMES	ROULETTE	BIG SEVEN
2.	KNOCK THREE TIMES	DAWN	BELL	WES FARRELL
3.	DOESN'T SOMEBODY WANT TO BE WANTED	THE PARTRIDGE FAMILY	BELL	SCREEN GEMS-COLUMBIA
4.	SWEET MARY	WADSWORTH FAMILY MANS.	SUSSEX	KAMA SUTRA
5.	DIDN'T I BLOW YOUR MIND	THE DELFONICS	PHILLY GROOVE	NICKEL SHOE
6.	LOVE THE ONE YOUR WITH	ISLEY BROTHERS	T-NECK	GOLD HILL
7.	THE LOVE WE HAD	THE DELLS	CHESS	BUTLER
8.	PEACE WILL COME	MELANIE	BUDDAH	KAMARIPPA
9.	PUT YOUR HAND IN THE HAND	OCEAN	KAMA SUTRA	BEECHWOOD
10.	STAY AWHILE	THE BELLS	POLYDOR	COBURT
11.	GREEN EYED LADY	SUGARLOAF	UNITED ARTISTS	CLARIDGE
12.	SHAKIN' ALL OVER	THE GUESS WHO	DECCA	
13.	I LOVE YOU FOR ALL SEASONS	THE FUZZ	CALLA	JAMF
14.	GYPSY WOMAN	BRIAN HYLAND		
15.	I'M COMIN' HOME	TOMMY JAMES	ROULETTE	BIG SEVEN
16.	SWEET YOUNG THING LIKE YOU	RAY CHARLES	TANGERINE	TANGERINE
17.	IF THERE'S A HELL BELOW WE'RE ALL GOING TO GO	CURTIS MAYFIELD	CURTOM	CAMAD
18.	OH HAPPY DAY	EDWIN HAWKINS SINGERS	BUDDAH	KAMA SUTRA
19.	YOUR TIME TO CRY	JOE SIMON	SPRING	GAUCHO
20.	CANDIDA	DAWN	BELL	WES FARRELL

"20 POWER HITS"

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Exhibit 80.

BEST COPY AVAILABLE

Exhibit 81, List of Adam VIII Packages.

BIG SEVEN MUSIC CORP. v.
JOHN LENNON, et al.

ADAM VIII PACKAGES

Catalogue #	Title	Record	Tape
8001	40 #1 Original Country Goldies	*	*
8002	55 Original Hits by Billie Holiday	*	*
8003	Kids are People Too!	*	
8004	Soul Train Hall of Fame	*	*
8005	Soul Train Hits That Made it Happen	*	*
8006	40 Hits by Arthur Fiedler Boston Pops	*	*
8007	40 Golden Banjo Hits	*	*
8008R	The Now Explosion!	*	*
8809	Harry Belafonte	*	*
8010	Heavy Hits	*	*

Exhibit 81.

[Adam VIII Packages (cont'd)]

Catalogue #	Title	Record	Tape
8011	Country Sunshine	*	*
8012	Soul Train Super Tracks	*	*
8013	Dynamic Karate	*	*
8014	Golden Ukranian Memories	*	*
8015	Party Rock	*	*
8016	20 Solid Gold Hits	*	*
8017	Every Artist Has a Song	*	*
8018	John Lennon - Roots	*	*
8019	The Shadow	*	
8020	Rock Is Here to Stay	*	*
8021	Disco Party	*	*
9001	Greatest Rock & Roll Hits	*	*
9008	Dick Clark	*	*

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Exhibit 84, Beatles Settlement Agreement,
December 29, 1974.

DATED [illegible] 1974

GEORGE HARRISON, ESQ.,

- and-

JOHN WINSTON ONO LENNON, ESQ.,

- and -

JAMES PAUL McCARTNEY, ESQ.,

- and -

RICHARD STARKEY, ESQ.,

- and -

APPLE CORPS LIMITED

SETTLEMENT AGREEMENT

FREERE CHOLMELEY & CO.,
26 Lincoln's Inn Fields,
London WC2A 3HH

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Exhibit 84.

THIS AGREEMENT is made the 24th day of December One thousand nine hundred and seventy-four BETWEEN GEORGE HARRISON (hereinafter called "Mr. Harrison") of the first part JOHN WINSTON ONO LENNON (hereinafter called "Mr Lennon") of the second part JAMES PAUL McCARTNEY (hereinafter called ("Mr. McCartney") of the third part RICHARD STARKEY (hereinafter called "Mr. Starkey") of the fourth part (the parties of the first second third and fourth parts being hereinafter collectively called "the Beatles") and APPLE CORPS LIMITED (hereinafter called "Apple") of the fifth part

WHEREAS:

(A) (1) Since the 1st day of December 1966 the Beatles carried on in partnership under the title "The Beatles & Co." the business of exercising their skills and exploiting their talents as entertainers

(2) Apple is a private company incorporated in England and has an authorised and issued share capital of £100 divided into 100 fully paid shares of £1 each and each of the Beatles is the sole beneficial owner and registered holder of 25 of such shares

(3) By a Deed of Partnership dated the 19th day of April 1967 and made between Apple of the one part and the Beatles of the other part (hereinafter referred to as "the Partnership Agreement") the Beatles agreed to admit Apple to be a partner in

the said partnership business (hereinafter referred to as "the Partnership") referred to in Recital (A)(1) upon the terms and in the manner contained in the Partnership Agreement

(4) (a) Apple Films Limited (hereinafter called "Apple Films") is a private company incorporated in England and has an authorised and issued share capital of £100 divided into 100 fully paid shares of £1 each and each of the Beatles is the sole beneficial owner and registered holder of 25 of such shares

(b) Subafilms Limited (hereinafter called "Subafilms") is a private company incorporated in England and has an authorised share capital of £100 divided into 200 shares of 50p each 184 of which have been issued and are fully paid and each of the Beatles is the sole beneficial owner and registered holder of 35 of such shares Apple being the beneficial owner and registered holder of the remaining 44 of such shares

(c) Apple Publishing Limited (hereinafter called "Apple Publishing") is a private company incorporated in England and has an authorised share capital of £100 divided into 100 fully paid shares of £1 each which are registered

in the name of Maclen (Music) Limited (hereinafter called "Maclen") and a Mr. B. B. Chambers

(5) On 31st December 1970 Mr. McCartney commenced an Action 1970-M-No. 6315 in the High Court of Justice (hereinafter called "the Partnership proceedings") wherein Mr. Lennon, Mr. Harrison, Mr. Starkey and Apple are defendants seeking inter alia that the Partnership be dissolved

(6) Mr. McCartney applied in the Partnership proceedings for the appointment of a Receiver and Manager of the Partnership and on 12th March 1971 Mr. Justice Stamp ordered that such a Receiver and Manager be appointed pending resolution of the said proceedings

(B) (1) Maclen is a private company incorporated in England with an authorised share capital of £100 divided into 100 shares of £1 each of which 5 have been issued and are fully paid and are registered in the name of and beneficially owned by Mr. Lennon as to 2 shares Mr. McCartney as to 2 shares and Apple as to 1 share

(2) By an Agreement dated the 20th day of September 1969 (hereinafter called "the Voting Agreement") and made between Mr. Lennon, Mr. McCartney and Apple certain matters were agreed relating to the management and control of Maclen

Exhibit 84.

(3) A dispute arose in relation to the Voting Agreement and by proceedings commenced on the 30th day of September 1971 in the High Court of Justice 1971-M-No. 4209 (hereinafter called "the Maclen Proceedings") wherein Mr. McCartney is plaintiff and Mr. Lennon, Apple and Maclen are defendants Mr. McCartney claimed inter alia an Order for the specific performance of the Voting Agreement and an Order that a Receiver and Manager be appointed of Maclen

(4) By an Order made by consent in the Maclen proceedings on the 5th day of October 1971 a Receiver and Manager was appointed of all the property and assets of Maclen

(C) A number of disputes have arisen between Mr. McCartney of the one hand and Mr. Harrison, Mr. Lennon, Mr. Starkey and Apple on the other hand relating to certain matters referred to in Recital (A) and a number of disputes have arisen among Mr. McCartney, Mr. Lennon and Apple relating to certain matters referred to in Recital (B) as well as disagreements and disputes on other matters and the parties have now agreed with a view to avoiding further litigation and to resolving their disagreements and disputes to enter into this Agreement whereby the Partnership proceedings and the Maclen proceedings and all such disagreements and disputes shall be settled on the basis hereinafter contained

Exhibit 84.

IT IS HEREBY A G R E E D as follows:-

1. FOR the purpose of settling the dispute as to whether the Partnership is in existence or not and all other disagreements and disputes between the parties as aforesaid it is hereby agreed firstly that the Partnership shall be dissolved as at the date upon which the Court shall order a dissolution of the Partnership pursuant to the terms hereof (hereinafter called "the date of dissolution") on the basis set out in Clause 2 hereof and the parties agree that immediately this agreement becomes unconditional they will apply forthwith to the High Court for an Order of the Court to that effect

2. THE dissolution of the Partnership referred to in Clause 1 hereof shall be upon the following basis:-

(A) (i) The amount of capital contributions by any of the Partners shown as outstanding as at the date of dissolution shall be repaid to the partners in accordance with their capital accounts immediately prior to the date of dissolution

(ii) The tangible assets and liabilities of the Partnership reflected in the Partnership Accounts as at the date of dissolution shall be vested in or be the responsibility of the Partners individually in accordance with their current accounts as at the date of dissolution and all intangible assets of the Partnership shall not be realised or otherwise disposed of but shall be vested in the Partners individually in accordance with their respective entitlements to share in the Partnership profits

Exhibit 84.

(iii) The parties agree that they will not deal or purport to deal in the name "Beatles", "Beatles & Co." or otherwise use or authorise others to use those names or any variation thereof nor will they permit any trademarks or tradenames containing the words "Beatles" to be registered nor will they authorise or allow any former individual Partner without the written consent of all the other Partners to use the same

(B) With regard to recordings by individual Beatles and for the purpose of settling the disagreement between the parties hereto over the question of whether the separate businesses carried on by any of the individual Beatles alone or with others (but not as a group with each of the other three Beatles) of making phonograph recordings in any audio and/or audio visual configuration whatsoever by any of the individual parties whenever made and individual personal appearances (herein together called "individual recordings") should be included in or excluded from the Partnership business and the other disagreements and disputes between the parties as aforesaid it is hereby agreed as follows:-

(a) All individual recordings and all income arising therefrom shall be treated as included in the Partnership business up to the 1st October 1974 but shall belong thereafter to the individual Beatle responsible for such activity

Exhibit 84.

(b) The Partners will account on a cash basis with the Partnership in accordance with Sub-clause (a) hereof for all proceeds of such individual recordings up to 1st October 1974

(c) The individual Beatles and Apple shall be solely responsible in the proportions of 5% for each individual and 80% for Apple for any net "returns" with respect to individual recordings released prior to 1st August 1974 for the period from 1st August 1974 to 31st December 1975 but thereafter they shall be the responsibility of the individual concerned

(d) The Partnership shall pay and be solely responsible for any and all taxes and liabilities of any kind to third parties (except liabilities if any with respect to ABKCO as defined in Clause 9) including all sums payable to Nemperor Enterprises Limited with respect to any income to which the Partnership is entitled under sub-clause (a) and shall indemnify Mr. Harrison, Mr. Lennon, Mr. McCartney and Mr. Starkey as the case may be in respect thereof including (but without limitation) legal fees and costs provided that the individual Beatles will be responsible for any such liability in respect of receipts from individual recordings after the 1st October 1974 and each

Exhibit 84.

individual hereby agrees to indemnify all Apple companies and each other against any such liability in respect of receipts from his own individual recordings after the said date

(C) The parties hereto will irrevocably authorise and direct The Gramophone Company Limited (herein called "EMI"), Capitol Records Inc., (herein called "Capitol") and any other person, firm or corporation to account and pay any and all sums of any nature whatsoever paid on or after 1st October 1974 from such individual recordings as aforesaid directly to Mr. Harrison, Mr. Lennon, Mr. McCartney and Mr. Starkey as the case may be and will so instruct the Receiver of the Partnership and agree to enter into any form of agreement to that effect and to co-operate in every way to implement the said instructions for the payment and accounting directly as herein provided

3. (a) THE parties hereto agree that it is their intention that all the compositions listed on the sheet annexed hereto and marked "A" not recorded by all the individual Beatles as a group and composed by Mr. Lennon shall be vested in a company owned by Mr. Lennon and all such compositions composed by Mr. McCartney shall be vested in a company owned by Mr. McCartney and all such compositions composed by Mr. Harrison shall be sold by Maclen to Harrisongs Limited or its nominee for £5

Exhibit 84.

(b) Mr. Starkey shall have the option to purchase from Maclen the property known as Tittenhurst Park at open market price (without taking into account any improvements made and paid for by Mr. Starkey or any of his companies) to be fixed by an independent professional valuer to be appointed by Mr. Starkey at any time within 12 months from the date of dissolution the purchase price to be paid by installments as Mr. Starkey shall designate

(c) The parties agree the property known as Tittenhurst Park is now and has been solely the property of Maclen and that no claim upon Mr. Lennon shall be made by Maclen or any other party in respect of or arising out of the purchase of the said property or Mr. Lennon's use thereof

(d) In the event that any remuneration or benefit of any kind (other than those already due) is paid directly or indirectly to or on behalf of Mr. Lennon or Mr. McCartney or either or both of them by Maclen then a proportionate amount shall be paid to Apple in respect of management services which will be performed by Apple in the proportion which Apple's shareholding in Maclen bears to those of Messrs. Lennon and McCartney and such proportionate shareholding shall not be altered without Apple's consent

Exhibit 84.

(c) It is the parties' intention to reorganise Maclen so that the assets and income thereof shall be split up amongst the Beatles in proportion to their direct or indirect interests in Maclen which the parties agree to do provided that no party is prejudiced in any way

4. THIS Agreement is conditional upon:-

(a) The approval of the United Kingdom Inland Revenue being granted to the immediate dissolution of the Partnership and the vesting of the assets of the Partnership and the entitlement of the Partnership to individual recordings referred to in Clause 2(A)(i) and (ii) and 2(B) respectively on the basis that there will be no charge to U.K. tax upon the value of the said assets and individual recordings and no adverse or penal tax consequences for Apple or the individual Beatles arising therefrom

(b) Any necessary Exchange Control consents to all the proposed transactions being obtained

and the parties undertake with each other to procure that application is made forthwith for such approval of and consents to the proposed transactions

5. (a) IN the event that the approval of the Inland Revenue and any necessary Exchange Control consents

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are forthcoming to all the proposed transactions then this Agreement shall thereupon become unconditional and the parties undertake to initiate all steps to implement the terms hereof within fourteen days of such approval and consents being obtained and to procure that Partnership accounts shall be prepared upon the basis referred to in Clauses 1 and 2 hereof and the parties shall promptly co-operate in finalising such accounts and shall not unreasonably withhold signatures to such accounts

(b) In the event that the approval of the Inland Revenue and the said Exchange Control consents are not obtained to all the proposed transactions prior to 5th November 1974 then this Agreement shall become null and void and no matter stated herein shall constitute an admission by any party and the whole contents hereof shall be deemed to be without prejudice

(c) The parties hereby mutually agree with each other to use their best endeavours to obtain the approval and consents referred to herein and to do any act or thing or execute any document or letter and to procure that Maclen shall do or execute such things that may be required to give effect to this Agreement or any part thereof at any time hereafter

Exhibit 84.

6. THE parties hereto acknowledge and declare that Maclen and Mr. B. B. Chambers hold and have always held all the issued shares in Apple Publishing as nominees and trustees for the Beatles each of whom is the sole beneficial owner of 25 shares in Apple Publishing and the parties shall procure that Maclen and the said Mr. B. B. Chambers transfer all the issued shares in Apple Publishing to the beneficial owners thereof namely 25 shares to Mr. Harrison, 25 shares to Mr. Lennon, 25 shares to Mr. McCartney and 25 shares to Mr. Starkey and that they are respectively registered as the holders of such shares

7. (a) EACH of the Beatles shall exercise all his votes rights and powers in relation to Apple, Apple Films, Subafilms and Apple Publishing (hereinafter collectively referred to as "the Companies") in order to procure that each of the Companies forthwith adopts new Articles of Association in the forms of the drafts annexed hereto and marked "B", "C", "D" and "E" respectively and so that in Article 17 of the said Articles of Association Mr. Harrison is the shareholder referred to in paragraph (b), Mr. Lennon is the shareholder referred to in paragraph (c), Mr. McCartney is the shareholder referred to in paragraph (d) and Mr. Starkey is the shareholder referred to in paragraph (e)

(b) Each of the Beatles shall henceforth exercise his votes rights and powers in order to procure that no alteration is made to any of the said Articles of Association without the consent of each of them

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(c) Notwithstanding the provisions of the said new Articles of Association of the Companies with regard to majority voting at all Board Meetings it is specifically agreed by way of exception that a unanimous decision of all the directors shall be required to pass any resolution of the Board of Directors of any of the Companies relating in any way to any use of the name "Beatle", any decision relating in any way to the exploitation of Beatle material, any decision relating to the voting rights of Apple in Maclen, any expenditure on any project in respect of which any individual Beatle may gain any personal benefit which any of the other three will not gain, any project (other than relating to the property at 3 Savile Row) entailing expenditure in excess of £50,000, the appointment of any chief executive and the remuneration of any of the individual Beatles whether as directors or otherwise

(d) Each of the Beatles will further procure that the Articles of Association or bye-laws or local equivalent of all companies in which the Beatles have an equal interest and all companies in the Apple Group of Companies in the United States and elsewhere throughout the world are substantially in the same form subject as provided in this Agreement and in particular

Exhibit 84.

include similar provisions with regard to membership of the Board of Directors, the appointment of alternates and decisions of Directors' Meetings subject always to the provisions of any relevant local statutes or regulations

8. THE parties will procure that the following action shall be taken:-

(1) (a) The Agreement dated 20th September 1969 between Apple and Maclen, providing for the management of Maclen, will be terminated with effect from the 15th January 1975 on the terms of the letter agreement in the form annexed hereto and marked "F" and Maclen will pay Apple the sum of One million six hundred and fifty thousand pounds (£1,650,000) in final satisfaction of all amounts owing to Apple pursuant to the said Agreement and in consideration of the cancellation of the said Agreement and will instruct the Receiver of Maclen in the form annexed hereto and marked "G"

(b) The Voting Agreement shall be implemented and the parties hereto confirm the validity of that Agreement and that Articles of Association in the form of the draft annexed hereto and marked "H" shall be adopted forthwith by Maclen

Exhibit 84.

(2) (a) The following being the only amounts advanced since 1st December 1966 by and still owing as at 30th June 1973 to Apple and its subsidiary and associated companies by the individuals named below or their immediate families and companies controlled respectively by them or their immediate families shall be repaid within one month from the date of dissolution:-

Mr. Lennon	£ 23,264
Mr. Harrison	£320,893
Mr. Starkey	£ 10,000
Mr. McCartney	NIL

(b) The amounts outstanding on promissory notes from Apple totalling £100,000 in respect of Mr. Lennon, £100,000 in respect of Mr. McCartney £2,250 in respect of Mr. Harrison and £100,000 in respect of Mr. Starkey shall be paid within one month from the date of dissolution

(c) The sum of £300,000 owing to Mr. McCartney by way of reimbursement of expenditure incurred on behalf of Apple or its subsidiaries and the Partnership shall be paid within one month from the date of dissolution

(3) Each of the Beatles shall be entitled to remuneration from the relevant Apple company in respect of his activities as a producer of records released by Apple as non-Beatle recordings and so paid by Capitol/EMI as listed on the form attached hereto and marked "H" subject to

repayment by the individual producer in the event that a dispute subsequently arises and repayment to Capitol/EMI is required. The said remuneration shall be paid after 1st January 1975 but within one month from the date of dissolution and shall include all services as producer rendered to the relevant Apple companies since 1st January 1967. Producer's fees charged in respect of records shall be at the rate agreed to be paid in respect of Mr. McCartney's services as producer of Mary Hopkin records pursuant to a Letter Agreement dated 12th May 1969 between Apple, McCartney Productions Limited and McCartney Productions Inc. For the avoidance of doubt it is acknowledged that such Producer's services are not and have never been included in the separate businesses referred to in Clause 2(B) hereof

(4) (i) In respect of all existing films financed by any of the Apple group of companies and produced by any of the four individual Beatles and listed on the form attached hereto and marked "I" it is agreed that the relevant Apple company and the relevant distribution company referred to on the said form "I" shall each be entitled to 50% of the Producer's gross receipts arising from the relevant film in each case and

that the relevant Apple company shall be responsible for the entire costs and expenses to date of the negative in connection therewith (which the relevant Apple company shall recoup from its 50% share of the gross receipts) provided that the individual Beatle or distribution company concerned shall be responsible for providing any further finance required for exploitation of the said film

(ii) It is expressly agreed that distribution agreements shall be entered into between the relevant Apple company and the relevant distribution company in each case on the 50/50 basis referred to in sub-clause (i) above with regard to the promotion and exploitation of the films as set out in the form attached hereto and marked "I"

(5) All income derived from the Concert for Bangla Desh and the album, tape and film relating thereto will be segregated by Apple or its relevant subsidiary company. Apple will apply for satisfactory rulings confirming that there should be no adverse tax liabilities in respect thereof in the U.S. or the U.K.. After deducting expenses

Exhibit 84.

and establishing a satisfactory reserve for any contingent expenses and taxes the balance shall be promptly paid to the United States Committee for UNICEF subject always to any necessary governmental or exchange control consents having been obtained any unutilised reserves shall be paid to UNICEF

(6) It is confirmed that income arising from recordings made on or before 30th November 1966 is income of Apple and will be treated as such and the parties hereto agree to the immediate release to Apple of all such income at present retained by EMI, Capitol or any other third parties

(7) Apple will (following receipt by Apple from Maclen of dividends already declared for the financial years 1970, 1971 and 1972) purchase from Maclen all the assets of Maclen relating to the studio at 3 Savile Row for £86,280 in complete discharge of all Apple's obligations to Maclen in this respect

(8) The parties will so far as they are able procure that dividends already declared by Maclen in respect of the financial years

Exhibit 84.

1970, 1971 and 1972 shall be paid to the shareholders and outstanding salaries for all periods ending 31st December 1973 shall be paid without offset within one month from the date of dissolution and all dividends which may be declared in respect of the financial year 1973 and salaries agreed for the year ended 31st December 1974 shall be paid as soon as practicable

9) Maclen will pay Apple Electronics Limited the sum of £19,244 in full settlement of sums outstanding in respect of the construction of the recording studio at 3 Savile Row aforesaid

10) Apple will lend to Harrisongs Limited the sum of £250,000 for a period of 10 years at 7% interest upon the security of Friar Park, Henley

EXCEPT as provided for in Clause 10 below:

11) Apple shall and the Beatles shall cause Apple, Subafilms, Apple Films, Apple Publishing and their respective subsidiary companies (all of which are in Clauses 9 and 10 hereof referred to as "Apple") to

(a) pay to ABKCO Industries, Inc., its subsidiary or associated companies or Allen Klein (hereinafter in Clauses 9 and 10 hereof called "ABKCO") all management fees and commissions

Exhibit 84.

(if any) to which ABKCO may be legally entitled arising out of Partnership activities and the activities of Apple in respect of the period from May 1969 when ABKCO acted or purported to act as business manager

(b) fully indemnify any of the Beatles who may be required to pay any such sums as are referred to in sub-clause (a) above

(c) pay all proper and reasonable costs reasonable legal fees and other expenses (including counsel engaged by Mr. McCartney on his own initiative and for his own behalf) in connection with proceedings brought by or against ABKCO incurred by Apple and any of the four Beatles their immediate families and any of their associated companies who are parties to such proceedings provided that Apple shall have the conduct of all such proceedings including the right to appeal or not to appeal from a judgement except that Mr. McCartney shall be entitled to be separately represented in all such proceedings to which he is a party and engage his own counsel with respect thereto

(2) (a) The said indemnity in favour of Mr. McCartney shall have priority over the similar indemnities as

aforesaid in favour of the three other individual Beatles and the indemnities in favour of Messrs. Harrison, Lennon and Starkey shall at all times be subordinate thereto. It is expressly agreed that the indemnity given by Apple in Clause 9(1)(b) hereof in favour of Mr. McCartney by Apple shall include reimbursement of all proper and reasonable costs reasonable legal fees and other expenses as aforesaid in connection with any proceedings brought by ABKCO or any of its subsidiary or associated companies or Mr. Klein or Mr. McCartney

(b) In the event that it becomes necessary to realise any of the assets of Apple in order for the indemnity in favour of Mr. McCartney to be met, it is agreed that notwithstanding anything contained herein or in the Company's Articles of Association such assets may be sold, pledged, charged, assigned or otherwise applied separately or together under the direction of the majority of the Beatles or their alternates who in the event of the sale of such assets shall have 180 days from receipt of any claim under such indemnity as aforesaid to offer such assets to the bona fide highest bidder, provided that each of the four individuals shall have the pre-emptive right to

Exhibit 84.

purchase one quarter (1/4) share of the assets concerned at the same price as the bona fide highest bid during such period and that each of the individuals who exercises such pre-emptive right in any case shall have a further right to purchase at the said price an equal share in any share of the assets not so purchased by any one or more of the other individuals

(c) Messrs. Harrison, Lennon and Starkey also jointly and severally indemnify Mr. McCartney should he be legally liable to pay and actually pays any such fees and commissions referred to in sub-clause (1)(a) above to ABKCO or any subsidiary or associated companies of ABKCO or Mr. Klein. The said indemnity in favour of Mr. McCartney shall apply solely in the event that Apple is unable to pay such sums as are required to indemnify and hold Mr. McCartney harmless and shall be limited to the shares held by Messrs. Harrison, Lennon and Starkey in Apple. Messrs. Harrison, Lennon and Starkey agree to own and retain and not to dispose of their respective shares in Apple or in any manner charge pledge or encumber same unless and until their joint and several indemnities of Mr. McCartney have been satisfied

Exhibit 84.

(d) The parties hereto will co-operate and provide full information to each other in connection with any such proceedings brought as aforesaid and whether as plaintiff or defendant

(e) For the avoidance of doubt it is confirmed that the indemnities by Messrs. Harrison, Lennon and Starkey in favour of Mr. McCartney be limited as provided in sub-clause (c) hereof and shall not extend beyond the whole of their respective shareholdings in Apple and shall not apply to any of their respective enterprises, individual transactions and/or individual efforts and assets

(f) In the event that it becomes necessary to realise any of the assets of Apple in order for the indemnity of any of the three individual Beatles other than Mr. McCartney referred to in sub-clause (1)(b) of this Clause to be met,

it is agreed that the provisions of sub-clause (2)(b) of this Clause shall apply

(3) It is agreed that

(a) none of the parties will settle before or after judgement any litigation with ABKCO using Apple or the Partnership assets without obtaining a complete release of claims for the benefit of

Exhibit 84.

Apple, all of the four Beatles and their families and their associated and subsidiary companies

(b) a majority of the Beatles shall have the right to settle before or after judgement any of the claims arising out of Partnership activities and the activities of Apple referred to in sub-clause (1)(a) of this Clause upon such terms and conditions as such majority in its sole and absolute discretion may determine and apply the assets of Apple in satisfaction thereof and, if required, realise the same as provided in sub-clause (2)(b) of this Clause provided that the releases referred to in sub-clause (3)(a) are obtained and none of the parties hereto will dispute the sole use of Apple's assets for this purpose

(c) any party to this Agreement shall be responsible for satisfaction of any judgement obtained against that party pursuant to any ABKCO claim not covered by the provisions of sub-clause (1)(a) of this Clause

10. EACH of the Beatles shall himself (subject as provided in Clause 9 hereof in relation to the payment of legal fees and to sub-clause (3)(b) of Clause 9 hereof) bear and pay any sums (if any) to which ABKCO (as defined in Clause 9 hereof) may be entitled to as aforesaid if such

sums are payable in respect of the royalties or remuneration of any kind ("the said receipts") received by him and not accountable by him to the Partnership or Apple provided that if any other Beatle or Apple or any subsidiary company of Apple is required to pay any such sums as aforesaid the Beatle in respect of whose said receipts such sums are payable shall fully indemnify the other Beatle or Apple or its subsidiary company in respect thereof and provided further that if any such other Beatle or Apple or its subsidiary company is not so indemnified that other Beatle or Apple or its subsidiary company may (but without any prejudice to his or its right of indemnity as aforesaid) claim a rateable contribution from all other Beatles or Apple (as the case may be) and the Beatle in respect of whose said receipts the sums are payable shall in addition fully indemnify all such other Beatles and Apple or its subsidiary company who have been required to make such a rateable contribution

11. APPLE shall pay to Mr. McCartney's attorneys Messrs. Eastman and Eastman the sum of £170,000 as the sole contribution (other than any sum which becomes due as a result of the pending taxation of costs in the Partnership proceedings) towards the legal expenses incurred by him in respect of the Partnership and Maclen receivership proceedings within one month after the date of dissolution other than any amounts which may be included in the expenses of £300,000 referred to in Clause 8(2)(c).

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12. (a) APPLICATION will be made forthwith upon this Agreement becoming unconditional to the Court in the Partnership proceedings and the Maclen proceedings for the following orders:-

(i) that the respective Receivers appointed by the Court in the said actions 1970-M-No. 6315 and 1971-M-No. 4209 be discharged;

(ii) that pending such discharges all further proceedings in the said actions be stayed;

(iii) that on such discharges taking effect the said proceedings be dismissed without any order as to costs

(b) All the parties hereto consent in the form annexed hereto and marked "J" to the said applications being made in the forms annexed hereto and marked "K" and to such orders being made as aforesaid

13. THE parties shall forthwith use their best endeavours to procure that pending discharge of the Receiver of the Partnership the funds held by him shall be applied towards payment to Apple of £1,520,000 to enable Apple to meet the following commitments:

(i) the reduction of its current overdraft by £200,000

(ii) the payment of other current liabilities of Apple and all its subsidiary and associated companies and any other companies owned beneficially by all four individual Beatles (other than claims by ABKCO) including taxation

assessments and (subject to any necessary exchange control consents) the remission to Apple Records Inc. of New York of £150,000 and payment of the sum of £300,000 payable to Mr. McCartney under Clause 8(2)(c) above and the sum of £170,000 to Eastman and Eastman referred to in Clause 11 hereof

(iii) the establishment of a current working capital fund for Apple of £700,000

and the parties agree to instruct the said Receiver in the above terms in the form annexed hereto and marked "L"

14. THE parties hereby mutually release each other from all liability in respect of any claims demands or proceedings of any kind whatsoever which any or all of them have or may have at today's date against any or all of them whether arising out of the disputes referred to in the Recitals to this Agreement or relating in any way to the Companies or the Partnership Agreement or the subject matter thereof or to any claims between the individual Beatles arising by reason of the alleged engagement of ABKCO or arising in any other way whatsoever save and except the obligations specifically set out in the body of this Agreement

15. THE parties agree to make such applications to Court to the effect that the Partnership proceedings and the Maclen proceedings be stayed pending this Agreement becoming unconditional or pursuant to Clause 5 becoming null and void

Exhibit 84.

16. THE parties hereby mutually agree with each other to do any act or thing to execute any document (whether referred to herein or not) and to procure that Maclen shall likewise do or execute any such act, thing or document that may be required to give full effect to this Agreement or any part hereof at any time hereafter

17. THIS Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs administrators executors successors and assigns

18. THIS Agreement shall be governed by and construed in accordance with English Law

Exhibit 84.

I N W I T N E S S whereof this Agreement has been entered into the day and year first above written

NED by GEORGE HARRISON)
the presence of:-)

David A. Bram

NED by JOHN WINSTON ONO)
NON in the presence of :-)

NED by JAMES PAUL)
ARTNEY in the presence of :-)

NED by RICHARD STARKEY)
the presence of :-)

SNED by GEORGE HARRISON and)
HN WINSTON ONO LENNON being)
ly authorised for and on)
half of APPLE CORPS LIMITED)
the presence of :-)

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Exhibit 85, Bernard Brown Statement, April 4, 1975.

Def's for ID
9/17/75

Def Ex. M for I.D

BERNARD BROWN of Apple Corps Limited, 54 St. James's Street London S.W.1. will say:

1. On Tuesday 8th October 1974 in the evening after dinner I went with others to the Club Cavaliere on 59th Street New York Ci

2. Present at the table with me at the Club were Morris Levy, John Lennon, Harold Seider, Phil Kahl and Mai Pang. I was aware that there had been a dispute existing between Morris Levy and John Lennon but I did not know the details thereof. I believe that John Lennon had some manner of unfulfilled obligation toward Morris Levy.

3. We had drinks together and John Lennon said that he had six good tracks produced by Phil Spector which in his view was not a sufficient number for his next record and that he proposed going to Los Angeles to discuss the matter with Capitol Records. Morris Levy then said that his company could promote and sell thes recordings. John Lennon asked Harold Seider as to what EMI's attitude would be in that event and Seider said that he would have to see Len Wood before any proposal with Levy could be agreed. Levy urged Seider to fly to London at once to see Len Wood and meanwhile he was working out sets of figures at the table.

4. When we left the Club I was firm in my belief that no commitment had been made to Levy by John Lennon and that it was only a possil idea that had been discussed. No commitment was made by Lennon or Seider to see Len Wood. Levy was aware that EMI's consent was essential before any commitment could be made to him.

B/B Brown 4th April 197

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Exhibit 98, Master License dated April 9, 1973.

MASTER LICENSE

Dated: April 9, 1973

United Artists Record, Inc.
6920 Sunset Boulevard
Los Angeles, California 90028

Gentlemen:

Your signature under the words "AGREED TO AND ACCEPTED" shall constitute the following binding agreement between us:

1. You hereby represent, warrant and agree:

(a) that you are the sole owner of the Master Recording embodying performances of the musical compositions set forth in Schedule "A" attached hereto ("Masters"); and

(b) that you have full power and authority to lease the Masters to us, as hereinafter set forth, and to grant to us all of the rights hereinafter set forth, all free and clear of any restrictions or encumbrances, except royalty payments which may become due to the artist.

2. You hereby grant to us, for a period of five (5) years from the date of this agreement, the following rights which we, or our licensees or assignees, shall be free to exercise (or to refrain from exercising) throughout the United States, its territories and possessions [redacted] (hereinafter referred to as the "Licensed Territory"):

(a) the non-exclusive right to couple the Master set forth in Schedule "A" with other masters to package one (1) long playing phonograph record only in disc and/or pre-recorded tape configurations in specific geographic locations throughout the Licensed Territory;

(b) The non-exclusive rights to manufacture, advertise, distribute and sell phonograph records and pre-recorded tapes embodying reproductions of the Masters in the package contemplated in subparagraph (a) hereinabove in the Licensed Territory through:

Exhibit 98.

(i) special distribution in retail fulfillment centers in conjunction with specific advertisements on radio and television in specific geographic locations throughout the Licensed Territory, provided said special distribution shall be limited in each such location to a period of one hundred twenty (120) days after the initial advertisement therefor in that particular location. For purposes of this agreement, the term "retail fulfillment center" shall be defined as a retail outlet (other than a retail record store) wherein phonograph records are sold through so-called "racks"; and

(ii) through direct mail and/or mail order in accordance with merchandising methods known and understood in the mail order business as "subscriptions" or "club plan" methods or methods hereafte known, or through self-liquidating premiums or other premium plans; and to advertise said phonograph records and tapes, including, but not limited to, advertisements on radio and television and all forms of printed advertisements, including, but not limited to, newspapers and magazines. All of such rights shall be exercised by us on such terms and conditions as we may approve, or, at our election, to refrain therefro

(c) the non-exclusive right to use the names, photographs and likenesses, as well as biographical material concerning the artists whose performances are embodied in the Masters for advertising and purposes of trade and otherwise, without restriction, in connection with the sale, distribution and use of phonograph records and pre-recorded tapes embodying the performances of artists on the Masters hereunder; and

(d) to manufacture, advertise, sell and/or distribute phonograph records and pre-recorded tapes made from the Masters, in such jackets (including covers and liner notes), slips or other packaging, and under such name, trademark or label as we, or our licensees or assignees, may from time to time elect; it being understood and agreed that we shall have the right to license the rights granted to us hereunder to third parties, provided that - - - - - the right to manufacture and/or distribute the Master as embodied in the record or tape contemplated hereunder shall be limited to one distributor, i.e., either us or a third party distributor and any additional manufacture and/or distribution shall require your prior written consent.

3. You hereby agree that our exercise and/or the exercise by any of our assignees or licensees of the rights granted herein shall be free of any liability or obligation to make payments in connection therewith, except for the payments to you hereinafter set forth and except for payments to be made by us and/or our licensees pursuant to Paragraph "5" herein.

Exhibit 98.

4. (a) In consideration for the rights granted by you to us herein, we shall pay to you, upon execution of this agreement, receipt of which is hereby acknowledged, a non-returnable advance payment in the sum of Five Thousand ($5,000.00) Dollars against royalties as more fully set forth herein below:

(b) In respect of the Master, we shall pay to you a sum equal to a pro-rata proportion of seven (7%) percent of the retail selling price of the long playing phonograph record and pre-recorded tape to be sold hereunder. Said proportion shall be paid on the pro-rated basis as the Master delivered hereunder bears to the total number of Masters embodied on the long playing phonograph album or pre-recorded tape.

(c) For purposes of this agreement the retail selling price shall be defined to mean the suggested retail selling price (presently $3.99 for LPs and $5.98 for tapes) less a deduction for the cost of packaging and taxes if any. Said deduction for cost of packaging shall be ten (10%) percent of the retail selling price.

(d) Payment shall be made to you as set forth hereinabove for ninety (90%) percent of the phonograph records and pre-recorded tapes sold and paid for in the licensed territory and not returned.

(e) You agree that the payments made to you as advance or royalty payments shall include all payments which are due with respect to artist and producer royalties on the masters delivered hereunder. You indemnify and hold us harmless from loss, damage or expense (including reasonable attorney's fees) (a) arising out of your failure to make payments due to artists or producers, and (b) arising out of or connected with any claim by a third party which is inconsistent with any of your warranties contained in paragraph "1" hereof.

5. We agree to pay, or cause to be paid, and to be solely responsible for (a) the so-called per-record royalty payments which may be required to be paid to the Music Performance Trust Fund and the Special Fund established under the 1964-1969 A.F. of M. Phonograph Record Manufacturers' Special Payments Fund, in connection with the manufacture and sale of phonograph records hereunder; (b) except as expressly otherwise set forth elsewhere herein, all sales and excise taxes (as fixed by law) for all phonograph records manufactured and sold hereunder; (c) the A.F.T.R.A. Pension and Welfare Fund to the extent that you may be additionally liable therefor as a result of sales pursuant to this agreement; and (d) all licenses and all copyright, mechanical royalties or fees payable to the copyright proprietor of the said composition, or his duly authorized agent. We agree to indemnify and hold you harmless from loss, damage or expense (including reasonable attorney's fees) arising out of our failure to make any of the foregoing payments and/or to obtain all necessary licenses, consents, etc.

BEST COPY AVAILABLE

Exhibit 98.

6. Accountings as to royalties payable hereunder shall be made by us to you on or before the first day of September for the period ending the preceding June 30th, and on or before the first day of March for the period ending the preceding December 31st, together with payment of accrued royalties, if any, earned by seller during the preceding half year. All royalty statements and all other accounts rendered by us to you shall be binding upon you and not subject to any objection by you for any reason unless specific objection in writing, stating the basis thereof, is given to us within two (2) years from the date rendered. You shall have the right to appoint a certified public accountant to inspect our books and records, insofar as the same pertain to the subject matter of this agreement; provided, however, that such inspection shall take place only upon reasonable notice, not more frequently than once in any calendar year and at your sole expense.

7. In no event shall the disc record and/or pre-recorded tape embodying the Master ever be distributed through retail or wholesale record outlets except as provided herein. We shall have no rights to repackage or make any use whatsoever of the Master other than the original package contemplated by this agreement.

8. Upon the expiration or other termination of this agreement, all manufacturing by us of the package embodying the Master licensed hereunder shall cease. With respect to the Master and any other material used in the manufacture of the package hereunder, we shall promptly:

(a) return to you all tapes embodying the Master at your expense for delivery;

(b) destroy all copies of the package (both disc and tape) in our inventory and all metal parts and any other material used by us in the manufacture of the package hereunder, and supply you with an affidavit of such fact, sworn to by a principal officer of our company.

Notwithstanding the foregoing, upon the expiration or other termination of this agreement, except for termination by you by virtue of our breach or default under this agreement, we shall have the non-exclusive right to sell, for a period of six (6) months only, and only for the purposes set forth in this agreement, with no reduction in our selling price thereof, any inventory manufactured hereunder, provided, and on condition that within thirty (30) days from such termination or other expiration date, we shall furnish to you a sworn and certified written list of such inventory. Such sales shall be subject to payment of royalties by us under the terms of this agreement. With respect to any inventory remaining at the end of the six (6) month period, we shall destroy same and supply you with an affidavit sworn to by an officer of our company.

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9. This agreement sets forth the entire agreement between the parties with respect to the subject matter thereof, and no modifications, amendment, waiver, termination or discharge of this agreement or any provision thereof shall be binding upon either party unless confirmed by a written instrument, signed by an officer of such company. No waiver of any provision of or default under this agreement shall affect either party's right thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar. The validity, construction and effect of this agreement, and any and all extensions and/or modifications thereof, shall be governed by the laws of the State of New York.

Very truly yours,

SUELLEN PRODUCTIONS, INC.

By Howard Kurtz

AGREED TO AND ACCEPTED:

UNITED ARTISTS RECORDS, INC.

By Harold Seider

Harold Seider, Vice President

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SCHEDULE "A"

Title	Artist
Proud Mary	Ike and Tina Turner

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Exhibit 99, Seider's Copy of Levy's January 9, 1975
Letter to Dolgrnos.

1/13/75 - cc: Seider Weitz Cohen Dolgenos

Roulette Records Inc.
17 WEST 60th STREET NEW YORK, N.Y. 10023 Plaza 7-0620

orris Levy, president

January 9, 1975

Mr. David Dolgenos
Marshall, Bratter,
Allison & Tucker
430 Park Avenue
New York, N.Y.

Re: Big Seven Music v.
Maclen Music Inc.

Dear David,

I was suprised, to say the least to receive your letter dated December 31,1974. The stipulation of settlement entered into on October 14, 1973, was breeched by John Lennon and since that time this entire matter has been resolved during meetings with John Lennon, Harold Sider, (John Lennon's attorney) and myself. In accordance with the agreement reached during those negotiations, John Lennon has recorded sixteen (16) sides which I will market throughout the world by use of television advertising.

Please adjust your records to indicate that the original stipulation is no longer of any effect.

Best regards.

Sincerely,

Morris Levy

THE COURT: All right, Mr. Schurtman.

MR. SCHURTMAN: I call as my first witness Mr. William Chapman.

W I L L I A M E. C H A P M A N, called as a witness by the plaintiffs, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. SCHURTMAN:

Q Mr. Chapman, where do you reside, where do you live?

A I live in Miami, Florida.

Q And what is your occupation, Mr. Chapman.

A I am a director of a savings and loan association in Miami.

Q Did you indicate that you have to leave on a trip this afternoon?

A Yes. I am due to leave the country tomorrow morning, early.

Q Did you ask me to put you on as the first witness?

A Yes, I did.

THE COURT: That is immaterial to the jury. Proceed without all these asides or we will be here far too long. Confine yourself to the material facts in this

case.

Q Mr. Chapman, do you know Mr. Morris Levy?

A Yes, I do.

Q How long have you known Mr. Levy?

A Approximately 12 years.

Q How did you get to know Mr. Levy? Was it a business relationship?

A A social relationship..

Q Did there come a time in the year 1974 when you visited Mr. Levy's upstate farm

A Yes, I did.

Q Do you remember when that was?

A I was driving to Boston to see my young son at school up there and I called Morris and asked if I could overnight on my way there. That's how --

Q When you say Morris you mean Mr. Morris Levy?

A Right.

Q Did you ask him whether you could stay at the farm overnight?

A Right. I had another son with me. We were on our way to Boston.

Q Do you remember when that was, what time of the year?

A Mid October.

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Q Of 1974?

A Yes,sir.

Q And did you stay at Mr. Levy's house that night?

A Yes. I arrived about 8 and I left the next morning about 6.

Q Who else was at the house, if anyone?

A The house was vibrating with people.

THE COURT: Strike it out.

Q How many people were there?

A 8 to 10 people.

Q Can you tell the jury who these people were?

A I cannot tell the names of all of them. John Lennon was there. He introduced himself to me. May Pang was there. Morris was there, Morris Levy, Morris' business manager and wife, whose name I don't remember, were there, my son Jim accompanied me, there were at least four musicians, whose names I don't remember. Several of them had girl friends with them.

Q Were the musicians and Mr. Lennon playing any music at that time?

A At the time I arrived, no. After dinner, yes.

Q Where did they play?

A They played in an area -- a side wing of the

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house, and my room was in the balcony adjacent to that area.

Q Did Mr. Lennon state to you what he was doing at the farm?

A Yes, he did. It occurred shortly after I arrived. I was standing in front of the fireplace trying to warm myself. Morris not the best man introducing people and I had not met Lennon or May Pang at that time. John Lennon came over, introduced himself to me. He said "As long as we are here we should know each other's name." I gave him my name, he gave me his.

I asked him what he was doing there. He said "I am making a record for Morris."

He inquired what I was doing. I said I was traveling through, going to visit my son up at school in Boston.

Q Did you hear Mr. Lennon make any other comments about the record that he was making?

A At the dinner table there was conversation about the price of an album which was going to be made. I believe the area of $5 was -- the subject bounced back and forth.

Q Was there any discussion of the manner in which the album would be promoted or sold?

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A Not that I recollect, no.

Q And you say you left the next morning?

A Very early.

Q When you left were the people still there at thefarm, the ones you just described?

A I would assume so.

MR. SCHURTMAN I have no further questions of this witness.

CROSS EXAMINATION

BY MR. PRETTYMAN:

Q Mr. Chapman, at the fireplace, when Mr. Lennon made the comment "I am making a record for Morris," was there any other explanation, any other talk about the album at that time?

A No, there wasn't.

Q You didn't ask him any questions?

A No, I did not.

Q And he didn't give any explanation nor explain what he meant?

A No, sir.

Q At the dinner that night -- first of all, do you recall me telephoning you on October 16, 1975?

A Yes, I do recall that.

Q I should have introduced myself, incidentally,

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Mr. Chapman. I am Mr. Prettyman. I am sorry. I apologize.

Do you recall my asking you whether after that single comment was made there was any other specific comment, including at dinner that night? Do you recall my asking that?

A No, sir, I don't.

Q You don't recall your mentioning to me that you did have dinner with the group and you don't recall my asking you whether anything had been said about this album?

A I believe there was a question about what was discussed at dinner and I did not -- it isn't very clear to me. Could you give it to me again?

Q Do you recall telling me that you did have dinner with the group that night but that nothing specific was said about this album at dinner?

A I don't recall that, no, sir.

MR. PRETTYMAN: That is all I have. Thank you.

MR. BERGEN: I have no questions, your Honor.

CROSS EXAMINATION

BY MR. GRUMBACH:

Q One question, Mr. Chapman.

You said they talked about price, $5 was bounced

Exhibit 100.

around. Was there discussion of a different price?

A The only reason I remember the $5 was that I know nothing about the music business and it seemed to be unusually low to me and that is why I remember the figure of $5, and I believe Morris was the one who said $5. I could be wrong. It was in the area of 5.

Q Was it said in the context that made you understand that it would definitely be $5 or that it might be $5 or it might be $4 or $6?

A It was said in the context that Morris firmly believed that $5 or close to it was -- would get the maximum sales.

Q Was it Mr. Levy who was talking to you then?

A Mr. Levy was talkint at the table. He was not talking to me directly.

Q Did you understand from the way Mr. Levy was speaking that it was his firm belief that $5 was best but subject to change or did you get the impression from Mr. Levy that it had been decided that it would definitely be $5?

A I believe the context was that it was subject to a change either way of small amount.

Q This was something that was still open for discussion, was that your impression?

A Yes, sir.

MR. GRUMBACH: I have no other questions, your Honor.

MR. SCHURTMAN: I have one question.

REDIRECT EXAMINATION

BY MR. SCHURTMAN:

Q Mr. Chapman, when you say it was your impression that the price was subject to change in either direction, did someone specifically say that?

A No, that was just an impression. No one specifically said that.

Q Did you participate in the conversation relating to price?

A No, sir, I did not.

MR. SCHURTMAN: No further questions.

RECROSS EXAMINATION

BY MR. PRETTYMAN:

Q Did Mr. Lennon participate in the discussion of price?

A I am sure he did.

Q Is that an impression again that you have?

A Yes, sir.

Q Can you tell us what he said?

A No, sir, I cannot.

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MR. PRETTYMAN: Thank you.

THE COURT: You are excused. Next witness.

(Witness excused.)

MR. SCHURTMAN: I call Mr. Morris Levy.

M O R R I S L E V Y, called as a witness by the plaintiffs, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. SCHURTMAN:

Q Mr. Levy, where do you reside?

A R.D. Gent.

Q Where is that?

A In Columbia County.

Q Where is Columbia County?

A In New York State. It is the county above Dutchess County in New York State.

Q Upstate New York?

A Yes, sir.

Q Do you also maintain an office in New York City?

A Yes, sir.

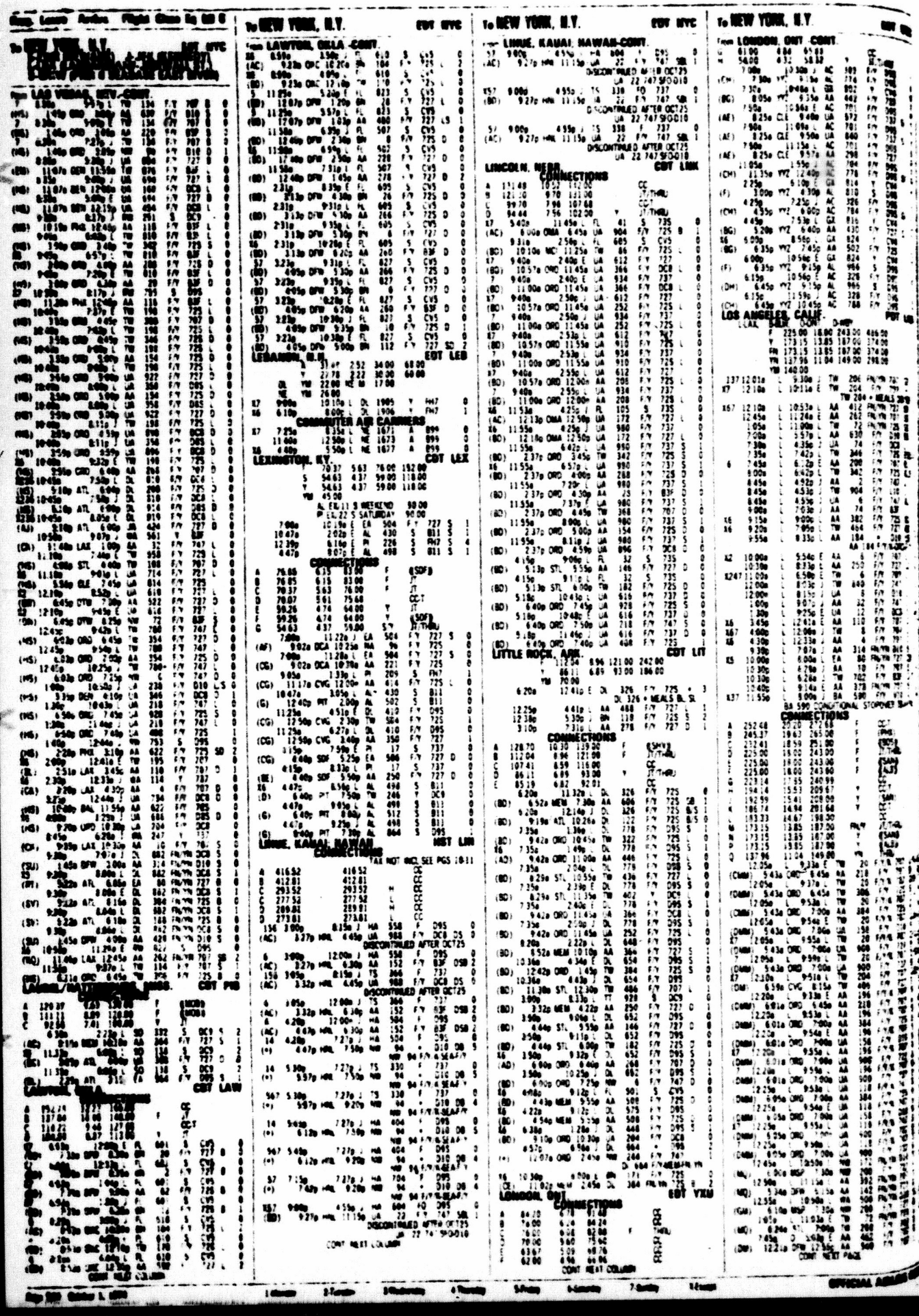
Q Where is that?

A 17 West 60th Street.

Q How old are you, Mr. Levy?

A Forty-eight.

Exhibit 101, Official Airline Guide, October 1, 1974.



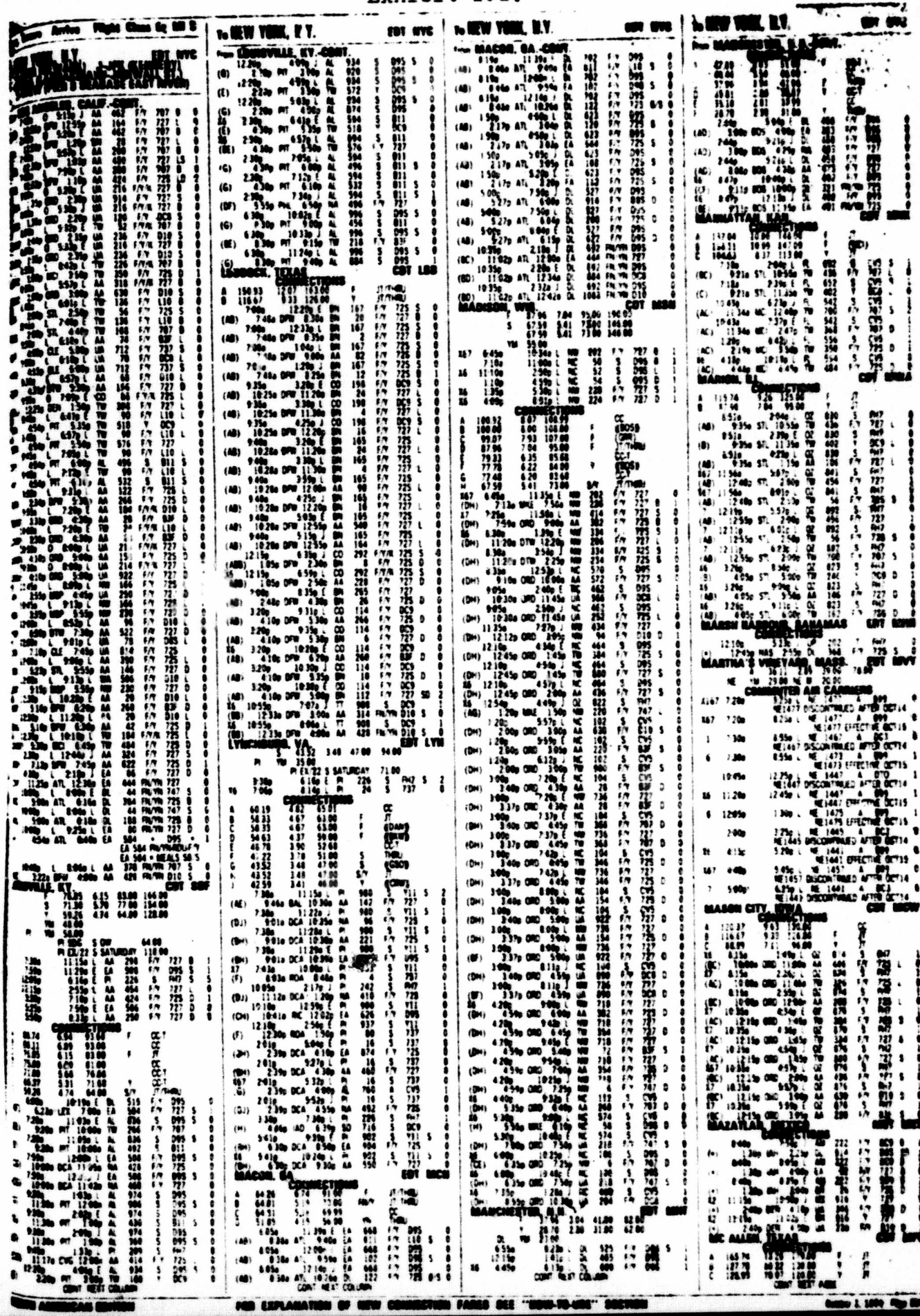


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Exhibit 102, Defendants' Exceptions to Plaintiffs' Statement of Facts and Defendants' Amended Joint Statement of Facts.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- -X

BIG SEVEN MUSIC CORP. and ADAM VIII, LTD.,

Plaintiffs,

-against-

JOHN LENNON, APPLE RECORDS, INC. HAROLD SEIDER, CAPITOL RECORDS, INC. and EMI RECORDS, LIMITED,

Defendants,

-and-

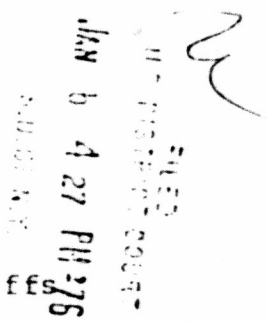
MORRIS LEVY,

Additional Defendant on Counterclaim.

: Defendants' Exceptions to Plaintiffs' Statement of Facts and Defendants' Amended Joint Statement of Facts

: 75 Civ. 1116 (LFM)

- -X



I. Defendants' Exceptions to Plaintiffs' Factual Statement

Defendants by their attorneys hereby submit the following exceptions to Plaintiffs' Statement of Disputed and Undisputed Facts dated November 7, 1975. Defendants dispute certain statements in Paragraphs 10, 11, 13 and 29 of plaintiffs' Statement of Undisputed Facts.

II. Defendants' Corrections of Defendants' Factual Statements

Defendants by their attorneys hereby request the Court's permission to make certain limited corrections in their Joint Statement of Facts Disputed and Facts Not Disputed ("Statement of Facts") previously filed with this Court on November 7, 1975, and as grounds therefor state that:

Exhibit 102.

1. Depositions in this action were taken up to a few days before the date on which, by order of this Court, defendants' Statement of Facts was due. Consequently, the Statement of Facts had to be continuously reviewed virtually up to the last minute prior to filing.

2. Unlike plaintiffs, who are controlled by a single individual, Morris Levy, located in New York, and represented by one law firm, the defendants comprise two individuals and three companies. One company is principally located in London and another in Los Angeles. One individual resides in New York and the other spends a substantial portion of his time in Los Angeles. Defendants are represented by three sets of attorneys. Consequently, there were serious problems in attempting to co-ordinate the submission of a joint statement of facts and in obtaining, at the last minute, the necessary permissions for filing. As a result, a few inadvertent errors and omissions are contained in the defendants' joint statement of facts.

3. Defendants believe plaintiffs will not be prejudiced by these limited corrections since they merely reflect a more accurate rendition of what already appears in the pretrial discovery record that has been continuously available to plaintiffs.

We submit for the convenience of the Court and the plaintiffs a completely amended version of the defendants' Statement of Facts and a summary of all corrections contained therein.

Exhibiy 102.

Wherefore, defendants respectfully submit the following Defendants' Amended Joint Statement of Facts Disputed and Facts Not Disputed.

Summary of Corrections

1. Paragraph 12, line 7: The words "were not" are changed to "was".

2. Paragraph 14 is changed to read: "In regard to direct mail sales and sales through retail fulfillment centers to customers of Lennon records and tapes, the approval of Capitol, Apple and EMI was necessary before any such sales could lawfully be made in North America."

3. Paragraph 15 is changed to read: "In regard to direct mail sales and sales through retail fulfillment centers to customers of Lennon records and tapes, the approval of EMI was necessary before any such sales could lawfully be made outside of North America."

4. In Paragraph 22, insert the words "Levy maintains that" at the beginning of the paragraph.

5. Paragraph 24, line 1: The word "going" is changed to "at first intended".

6. In Paragraph 25, this final sentence has been added: "Capitol's payments for the Spector Tapes were made on behalf of EMI as the party responsible for the recording costs on the Lennon albums pursuant to its agreement with Lennon (see ¶ 68 below)."

Exhibit 102.

7. In Paragraph 31, line 2, insert the words "Levy maintains that" before the word "for".

8. Paragraph 42, line 1: The words "Lennon was enthused about the television idea and" are changed to "Lennon, who had previously thought of the idea of television (see ¶ 52, infra),".

9. Paragraph 48 is changed to read: "No agreement or contract was reached on October 8, 1975 and it was clearly explained to Levy that Lennon could enter into no contractual relationship without the prior approval of, at least, EMI."

10. Paragraph 66 is changed to read: "The remixing was done in November, 1974 and February, 1975."

11. Paragraph 71, lines 5-6, are changed to read: "told Levy that Klein was wrong and also that such an exclusion was a Mexican standoff between Capitol and Apple."

12. Paragraph 76 is changed to read: "After the tape was sent to Levy, Lennon listened to the tape himself on one occasion in mid-December, 1974 (see ¶ 117, infra)."

13. Paragraph 82, line 4: Insert the words "in the United States, Canada or Mexico" after "rights".

14. Paragraph 92, line 11 after the word "album" insert: "pursuant to its agreement with Apple and thus indicating that Capitol expected EMI to make the album available for Apple."

Exhibit 102.

15. Paragraph 100, line 4: The sentence terminates after the word "levy".

16. Paragraph 116: Insert as a final sentence "This was the first indication to any representative of EMI that Levy was proposing to market the Roots Album."

17. Paragraph 117, line 5: Insert the words ", remixed or shortened others and changed some sounds to get a better tone." after the word "quality".

18. Paragraph 121, line 5: Delete the word "been".

Dated: January 6, 1976

Respectfully submitted

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Exhibit 102.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- -x

BIG SEVEN MUSIC CORP. and ADAM VIII, LTD.,

Plaintiffs,

-against-

JOHN LENNON, APPLE RECORDS, INC., HAROLD SEIDER, CAPITOL RECORDS, INC. and EMI RECORDS, LIMITED,

Defendants,

-and-

MORRIS LEVY,

Additional Party Named in Counterclaim.

- -x

75 Civ. 1116 (LFM)

DEFENDANTS' AMENDED JOINT STATEMENT OF FACTS DISPUTED AND FACTS NOT DISPUTED

Pursuant to this Court's Pre-Trial Order No. 2 dated July 18, 1975, as modified by an order of this Court entered October 20, 1975, defendants by their attorneys hereby submit the following Amended Joint Statement of Facts Disputed and Facts Not Disputed, amending Defendants' Joint Statement of Facts Disputed and Facts Not Disputed filed on November 7, 1975. The following Statement follows, as nearly as possible, a chronological sequence. Those facts which defendants believe are not in dispute with plaintiffs or additional party named in counterclaim Morris Levy are indicated as such at the end of the Statement.

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Exhibit 102.

1. Plaintiff Big Seven Music Corp. ("Big Seven") is a New York corporation engaged in music publishing and is the owner of song copyrights.

2. Plaintiff Adam VIII, Ltd. ("Adam VIII") is a New York corporation which specializes in selling phonograph records and tapes through television advertising.

3. The defendant John Lennon ("Lennon") is a highly successful and popular musician, composer, singer and performer, who was formerly a member of the internationally famous English rock music group known as the "Beatles", and is the president of the defendant Apple Records, Inc. ("Apple").

4. The defendant Capitol Records, Inc. ("Capitol") is a Delaware corporation, authorized to do business in New York, and is a distributor in the United States of phonograph records and tapes including albums containing performances of Lennon.

5. The defendant EMI Records, Limited ("EMI") is an English corporation engaged in the manufacture and distribution outside the United States of phonograph records and tapes.

6. The defendant Harold Seider ("Seider") is an attorney who from time to time has acted as a business adviser to Lennon.

Exhibit 102.

7. Apple is a New York corporation which has licensed the physical manufacturing and distribution of certain phonograph records to Capitol.

8. Apple is indirectly 100% owned by Apple Corps Ltd., an English corporation, which in turn is owned in equal shares by Lennon, James Paul McCartney, George Harrison and Richard Starkey (a/k/a Ringo Starr) (collectively, "the Beatles").

9. At all times relevant hereto, in order for Apple to engage in any corporate activity the unanimous agreement of all the Beatles has been necessary and no one Beatle acting unilaterally has had the authority to bind, or enter into an agreement on behalf of, Apple. Such an arrangement derived, in part, from a well-publicized partnership dispute among the Beatles, which was the subject of litigation in England.

10. Defendant on counterclaim Morris Levy ("Levy") is the president and owns, directly or indirectly, all the stock of Big Seven and Adam VIII. Levy also is the president of and owns a controlling interest in a New York corporation called Roulette Records, Inc. ("Roulette"). Roulette is engaged in the business of manufacturing and distributing phonograph records. Roulette, Big Seven and Adam VIII share three floors at 17 West 60th Street, New York, New York 10023.

Exhibit 102.

11. Lennon, as a member of the Beatles and individually, has been since 1962 under exclusive contract as a recording artist to EMI. This was common knowledge in the recording industry and was known by plaintiffs and Levy during the relevant period.

12. By agreements dated September 1, 1969, EMI granted an exclusive license to Apple to manufacture and distribute Beatles recordings in the United States, Canada and Mexico for a specified period of time and Apple simultaneously named Capitol the exclusive distributor of said records in said territory for a similar period. None of Apple's rights under the license with EMI was assignable without EMI's consent. The Apple-Capitol distribution agreement contains the following provisions, inter alia:

"ARTICLE III

DISTRIBUTION

1. Apple hereby grants to Capitol and Distributor and they each do hereby accept all of the rights which Apple derives under the Licensing Contract, except (i) the right to manufacture records in the United States, (ii) the distribution by mail direct to consumers, and (iii) the right to manufacture and distribute one motion picture sound track album which Apple is obligated to give to United Artists under a pre-existing contractual arrangement.

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"ARTICLE IV

LICENSED TERRITORIES AND RECORD CLUBS:

1. Apple grants Capitol the sole and exclusive right to use Beatles masters for the manufacture of records in Canada and Mexico (called the "Licensed Territory") and to distribute, sell, license or otherwise use or dispose of such records in any and all fields of use, provided that, except as provided in Section 7 of this Article IV, below, nothing in this Agreement shall grant Capitol the right to sell records by mail order direct to consumers. In connection with the grant herein, Capitol shall have all of the same rights and obligations it has under Article II and as Distributor has under Article III except insofar as modified herein. Apple shall have all of the same rights and obligations under this Article IV as Apple has under Articles II and III.

* * *

7. The parties hereto intend to negotiate with Longines Symphonette Society, Inc. for the release of records derived from Beatles masters through the Capitol Record Club in the United States, Canada and/or Mexico on a non-exclusive basis. The parties also wish to enter into contracts with other record clubs

in the United States, Canada and/or Mexico for distribution of said records provided that such clubs shall pay a royalty of at least 9% of the price of records to members, of which Capitol would be entitled to 3 1/4% and Apple would be entitled to 5 3/4%. No such records may be released through any record club earlier than one year after first release in the United States."

13. EMI had merely issued to Apple a license covering the U.S.A., Canada and Mexico thereby retaining its exclusive rights to the Beatles recordings in the rest of the world.

14. In regard to direct mail sales and sales through retail fulfillment centers to customers of Lennon records and tapes, the approval of Capitol, Apple and EMI was necessary before any such sales could be lawfully made in North America.

15. In regard to direct mail sales and sales through retail fulfillment centers to customers of Lennon records and tapes, the approval of EMI was necessary before any such sales could lawfully be made outside of North America.

16. In 1973, an action by Big Seven for copyright infringement against the defendant Apple, Maclen Music, Inc. and Northern Songs, Ltd. was pending in this Court (the "Infringement Action").

Exhibit 102.

17. In September-October 1973 Lennon was in Los Angeles planning with Phil Spector ("Spector"), a successful producer of rock and roll phonograph records, the recording by Lennon of a group of "oldies" (rock and roll songs popular in the 1950's). Spector was to produce and Lennon was to perform a number of then unselected songs to form a record album of "oldies". Lennon had always wanted to do an album of "oldies" - songs that had influenced him in the early stages of his development as a musician and songwriter.

18. Lennon, although not a party thereto, asked Seider to settle the Infringement Action. In early October 1973, Seider discussed with Levy a settlement of the Infringement Action.

19. After a number of telephone conferences between Seider and Levy, the Infringement Action was settled, and dismissed with prejudice, on October 12, 1973. The terms of the settlement basically were that on Lennon's "next album", which the parties anticipated would be the Lennon-Spector "oldies" album, Lennon would perform three songs, the copyrights to which were owned by Big Seven. Lennon agreed to perform "You Can't Catch Me", "Angel Baby" and "Ya Ya" but he had the option of substituting two songs of his own selection owned by Big Seven for "Angel Baby" and "Ya Ya". Lennon was also prior to December 31, 1974, to use his best effort to cause Apple Records, Inc., a California corporation affiliated with defendant Apple, to license to Big Seven three (3) master recordings from the non-Beatles catalogue of songs.

Exhibit 102.

20. Neither Apple nor any of the defendants herein other than Lennon had any obligation under the settlement.

21. In November and December 1973, the Lennon-Spector recording sessions were going forward sporadically and in a disorganized fashion and in mid-December 1973, the sessions ceased because Spector stopped coming to the studio. By that time Lennon had recorded two of the Big Seven songs referred to in the settlement of the Infringement Action ("You Can't Catch Me" and "Angel Baby") but in early January 1974, Spector disappeared with the tapes of the songs recorded by Lennon in November and December, 1973 (the "Spector Tapes"). Numerous efforts by Lennon, Capitol, EMI and Seider to locate Spector and to obtain the return of the Spector Tapes over the next six (6) months were unavailing.

22. Levy maintains that Seider advised Levy of the problems with the Spector Tapes in the Spring of 1974.

23. By June 1974, Lennon had still been unable to obtain the Spector Tapes and he began making plans to record an album of his own compositions which was later released as "Walls and Bridges".

24. Since "Walls and Bridges" was at first intended to be an album entirely of new songs written by Lennon, it would not be possible to use the three Big Seven songs.

25. In early July 1974, some of the Spector Tapes were given to Capitol by a representative of Spector's after

Exhibit 102.

Capitol paid the Spector recording costs of approximately $90,000. After delivery of the first group of tapes, more tapes were given by Spector to Capitol after payment of approximately $14,000 more by Capitol, making a total of approximately $104,000 in recording costs paid by Capitol for the Spector Tapes. Capitol's payments for the Spector Tapes were made on behalf of EMI as the party responsible for the recording costs on the Lennon albums pursuant to its agreement with Lennon (see ¶68 below).

26. An agreement was also entered into by EMI, Lennon and Spector whereby EMI and Lennon would each pay one-half of the producer's royalty due to Spector.

27. Capitol immediately delivered the Spector Tapes to Lennon at the Record Plant, a recording studio in New York City where Lennon was about to begin recording the "Walls and Bridges" album. On or about July 8, 1974, Lennon began reviewing, sorting and listening to the Spector Tapes. There were approximately 24-29 boxes of tapes.

28. It immediately became apparent to Lennon that some of the tracks on the Spector Tapes were of very poor quality and that a great deal of work would be required to put them in shape to be released as an album.

29. Since Lennon had already made the final arrangements to commence recording "Walls and Bridges" (i.e., hired musicians, reserved studio time, etc.), he put the Spector Tapes aside and recorded "Walls and Bridges" during July and August, 1974.

Exhibit 102.

30. In September 1974, "Walls and Bridges" was released and, although it was Lennon's "next album" as defined in the settlement of the Infringement Action, the only Big Seven song it contained was "Ya Ya".

31. On October 2, 1974, Lennon began working on the Spector Tapes again. Levy maintains that for some time prior to the release of "Walls and Bridges", Levy had inquired of Seider as to the progress of the album which was to contain the Big Seven songs and Seider had advised Levy of the problems with retrieving the Spector Tapes.

32. Upon the release of "Walls and Bridges", however, Levy told Seider that Lennon had breached the Infringement Action settlement and he demanded to sit down with Lennon face to face to discuss it. Seider was able to arrange such a meeting (the "Club Meeting") shortly after Lennon began working on the Spector Tapes.

33. On October 8, 1974, Lennon, Seider, May Pang ("Pang", a former employee of Lennon), and Bernard Brown ("Brown", an employee of Apple Corps Ltd. until May 31, 1975) had dinner at the Benihana Restaurant on West 56th Street in New York City. Lennon, Seider and Pang had been invited to dinner at Levy's club but Lennon preferred to eat prior to going to meet Levy.

34. Since Brown was in New York on business, Lennon invited him to join them for dinner.

Exhibit 102.

35. Following dinner Lennon, Seider, Pang and Brown went to the Club Cavallero on East 60th Street, a private supper club of which Levy was a member and director, so that Lennon could meet with Levy and explain to Levy what had happened to the Spector Tapes and why Lennon's "next album" did not contain the three Big Seven songs. At the Club Meeting they met with Levy and sat with him at a table (Levy ordered drinks for everyone at the table). During the course of the Club Meeting Phil Kahl ("Kahl"), vice president of Big Seven sat at the table with Lennon, Seider, Pang, Brown and Levy, but Kahl was not present at the entire meeting.

36. Before the Club Meeting, Lennon had considered releasing an EP (extended play) record of the Spector Tapes because he considered that only six (6) titles (songs) were salvageable and the remainder were useless. An EP recording consists of four or more titles instead of the usual two on a 45 rpm record. Even the salvageable Spector Tapes still had to be edited and Lennon's voice had to be added because he had only put a "working voice" (of a kind and quality unsuitable for a finished recording) on the Spector Tapes.

37. The Club Meeting, which lasted from approximately 9:30 P.M. until midnight, began with Lennon explaining what had happened to the Spector Tapes, the efforts to retrieve them from Spector, why his "next album" was not the "oldies" album and did not contain the three songs owned by Big Seven, how he had started planning for "Walls and Bridges" because he was tired of waiting for the Spector Tapes and the final return of the Spector Tapes.

Exhibit 102.

38. Seider indicated to Levy that the cost to Capitol of obtaining the Spector Tapes was in excess of $90,000 and that they were then in an incomplete state.

39. Levy was unhappy about this and the fact that there was only one Big Seven song on the "Walls and Bridges" album.

40. Lennon outlined his efforts to salvage six of the titles on the Spector Tapes and stated that he had lost interest in finishing the album and was thinking of putting out an EP record. Levy and Seider said that EPs were not sold in the United States.

41. It was suggested that the salvageable Spector Tapes might be a good product for television. Levy stated that he put out television packages, i.e., selling records and tapes through television promotion. Levy said that if Lennon completed the "oldies" album his (Levy's) company could market it.

42. Lennon, who had previously thought of the idea of television (see ¶52, infra), asked Seider if that was possible. Seider said that it was a possibility but that EMI's permission would have to be obtained because Lennon was under an exclusive contract to EMI. Lennon, Levy, Kahl and Pang then began mentioning the names of old tunes that might be good for the album.

Exhibit 102.

43. More than once, Levy asked Seider when he was going to go to England to secure EMI's permission and Seider replied that it was premature and that the album should be finished first.

44. Levy indicated that a successful television package should have 15 to 20 titles (songs). Lennon said that the quality of the recording was better if less titles were included.

45. Kahl said he would meet the next day with Brown and give him some sheet music and some single records of old rock and roll tunes for Lennon to listen to. Levy had done the same thing for Lennon when he was recording with Spector in 1973. Procuring such material was not part of the alleged October 8 contract.

46. Seider indicated to Levy his hope that EMI might agree to let the album be sold on television since Lennon's contract with EMI was going to expire in January 1976.

47. Levy and plaintiffs take the position that plaintiffs had a final business agreement and contract with Lennon and that all the terms and conditions were decided at the Club Meeting.

48. No agreement or contract was reached on October 8, 1975 and it was clearly explained to Levy that Lennon could enter into no contractual relationship without the prior approval of, at least, EMI.

Exhibit 102.

49. There is no writing evidencing the "deal" between plaintiffs and Lennon or Apple.

50. Levy and plaintiffs did not anticipate that the "deal" would be later reduced to writing.

51. The assignment to Adam VIII of Big Seven's asserted rights was not discussed at the October 8, 1975 meeting.

52. Prior to this meeting Lennon had been concerned about the Spector Tapes because there had been much publicity about the album at the time that he and Spector were recording in late 1973 and he felt that the critical response to it would not be favorable due to the long period of time it had taken to complete the album. He was also concerned that the interest in nostalgia had passed and that the album would not be well received by the public or the critics. Adding to these concerns was the poor quality of several of the titles on the Spector Tapes. Lennon was, therefore, searching for a way to finish the album, release it to the public but avoid what he anticipated would be negative critical response. Lennon thought that promoting the finished album on television directly to the public might avoid the critics and yet insure that the album would be sold. Lennon had thought of selling through television by mail order before the Club Meeting.

Exhibit 102.

53. During the course of the evening of October 8th, Brown remarked on a digital watch which Kahl had. Kahl took the watch off and offered it to Brown but Brown refused to accept it. Kahl then offered to obtain a similar watch for Brown and told Brown to call him the next morning. On October 9th, Brown received a call from Kahl who told him that he had the watch. Brown picked up Kahl at Kahl's office, was given the watch by Kahl and paid him $150.00 cash for the watch.

54. Brown and Kahl then went to the Record Plant together where Lennon was playing some of the Spector tracks for Levy and a friend of Levy's, Lewis Garlick. There was no business discussion at the Record Plant on October 9th between Levy and Lennon.

55. October 9th was Lennon's birthday and Levy decided to give a birthday party for Lennon at the Club Cavallero that night following a recording industry banquet.

56. Lennon, Seider, Brown, Pang, Levy and Kahl attended the birthday party as did a number of other people, including some personnel from the Record Plant. There were no discussions at the birthday party relating to the matters discussed at the Club Meeting.

Exhibit 102.

57. Lennon and Pang had dinner at the Club Cavallero the following week. By that time Lennon had made arrangements to complete the "oldies" album during the week of October 21st and the musicians who would be performing with him on the album were scheduled to be in New York on October 18th to spend the weekend rehearsing.

58. Levy invited Lennon to come to his farm in Ghent, New York when he heard that there was to be a rehearsal that weekend and invited Lennon to bring the musicians to the farm and rehearse there. Lennon initially refused because he thought that going to the farm would waste time and that it would not be a good place to rehearse.

59. Levy persisted and Lennon finally agreed and he, Pang and Levy drove to the farm on October 19 in Levy's car.

60. Pang notified the musicians, several of whom were coming from California, that they would be rehearsing at the farm and some of them were transported there in limousines paid for by Levy or plaintiffs.

61. The following musicians were at Levy's farm on the weekend of October 18-20 (although they were not all there for the entire weekend): Jim Keltner, Klaus Voorman, Ken Ascher, Jesse Ed Davis and Eddie Mottau.

62. After Lennon agreed to come to Levy's farm for the weekend, Levy invited a number of other guests to come to the farm that weekend. There were many guests other

than Lennon, Pang and the musicians at Levy's farm. Lennon and the musicians rehearsed some songs selected by Lennon during the course of the weekend.

63. Neither providing the farm for the weekend nor providing transportation was part of the alleged October 8, 1975 agreement.

64. There was no discussion at the farm as to the progress of the rehearsals or the album on which Lennon was working .

65. The basic tracks completing the "oldies" album were recorded on October 21, 22 and 23 at The Record Plant. This was the first stage before the vocals, overdubbing or remixing.

66. The remixing was done in November, 1974 and February, 1975.

67. Neither Levy, Kahl nor any other representative of pla ffs was present during the October recording sessions or the overdubbing or remixing but Pang was present during the entire process.

68. Capitol pays all of Lennon's recording costs, paid those costs for the October recording sessions, in addition to the cost of the Spector Tapes, and is reimbursed therefor by EMI. Neither Big Seven nor Adam VIII paid any portion of these recording costs.

69. Overdubbing of additional instrumen s was done on October 24, 25, 28, 29, 30 and 31, 1975.

70. Seider had a number of telephone conversa-

tions with Levy during October wherein Levy asked him when he was going to England to secure EMI's consent. Seider continually told Levy that such a visit was premature until Lennon finished the album.

71. In one conversation Levy told Seider that Allan Klein ("Klein"), the president of the former manager of the Beatles, had said that EMI's permission was not needed because of an exclusion in the Apple-Capitol contract. Seider told Levy that Klein was wrong and also that such an exclusion was a "Mexican standoff" between Capitol and Apple.

72. Sometime during November 1974, Levy asked Lennon if he could listen to a tape of the songs Lennon had recorded to date in view of the fact that three of those songs were owned by one of Levy's companies.

73. Accordingly, Lennon had Record Plant East deliver to Levy a 7-1/2 inch-per-second ("7-1/2"") half track EQ tape ~~solely for listening purposes~~.

74. This type of tape is known in the trade as a "rough mix" -- one that is, because of its poor quality, virtually never used as the basis of a final master for a recording or tape. A 7-1/2" rough mix is like a rehearsal tape in the sense that much work needs to be done thereafter.

75. The tape was in two boxes, since there were too many songs to get them all onto one reel.

76. After the tape was sent to Levy, Lennon listened to the tape himself on one occasion in mid-December, 1974 (see ¶117, infra).

Exhibit 102.

77. On approximately November 18, 1974, Seider, Levy and Michael Graham, Esquire, an attorney formerly with a law firm representing Lennon and then an associate professor at the University of Illinois Law School, met at the Club Cavallero in New York City. During that meeting, Levy suggested various dollar figures for a possible television package in the event that Capitol and EMI approval was obtained. Graham jotted down these figures following the meeting. However, the figures were considered wholly impractical by Seider and Graham, and no agreement of any kind was reached at the meeting.

78. On approximately November 22, 1974, Lennon happened to be in a building in which Klein had his office. Lennon, Pang and Tony King, Apple's representative to Capitol, dropped by Klein's office and were told by Klein that Levy was inquiring around about rates for the use of songs in the Lennon album.

79. Lennon expressed surprise, since he had no agreement with Levy.

80. Klein advised Lennon that he would not recommend a deal with Levy. He also said however, that in his opinion Capitol did not have "club" rights to Lennon recordings. Lennon expressed disbelief and pointed out that this interpretation was ludicrous because he could have kept any album from Capitol by the simple device of designating it a "club right" album.

81. Klein reported this conversation to Levy.

82. On that same day, Lennon asked Seider about Klein's statement, and Seider replied that the statement was "ludicrous." He said that neither Capitol, EMI nor Apple had club rights in the United States, Canada or Mexico without the consent of the others.

83. Sometime during November 1974, Al Coury ("Coury"), Vice President of Capitol, mentioned to Bhaskar Menon ("Menon"), President of Capitol, that Lennon had said Levy was interested in marketing the album Lennon was working on. Coury and Menon laughed off this mention.

84. On December 11, 1974, Big Seven purported to assign its rights under the alleged oral agreement with Lennon to Adam VIII.

85. On December 21, 1974, after Levy's repeated invitations, Lennon, his son and Pang went to Florida with Levy and his son to visit Walt Disney World. While there, Lennon was joined on December 26 by Seider and spent some time with him going over contracts and other documents involving settlement of a dispute among the Beatles.

86. On December 29, 1974, Levy inquired of Seider as to whether EMI's permission had been obtained. Seider replied that the situation did not look good.

87. Lennon returned from Florida approximately on December 29, ahead of Levy.

Exhibit 102.

88. Paying any expenses of Lennon, his son or Pang during the Florida trip was not part of the alleged October 8, 1974 agreement.

89. On December 31, 1974, David Dolgenos, Esquire of the Marshall, Bratter law firm wrote to Big Seven that in accordance with the settlement of the Infringement Actions, Big Seven was free to select any three of seven listed non-Beatles masters owned by Apple Records Inc. (a California corporation affiliated with Apple) for licensing.

90. Prior to January 1, 1975, Coury had been sent an incomplete cassette of one or two songs Lennon was working on. In January, 1975 he was sent a 7-1/2" rough mix -- the same type of tape Lennon had given to Levy for listening purposes.

91. On January 6 or 7, 1975, Levy returned to New York City from Florida and saw Mr. Dolgenos's letter. On January 9, 1975, he wrote to Dolgenos alleging that the settlement of the Infringement Action had been breached by Lennon, that he, Lennon and Seider had resolved the matter, and that Lennon had recorded 16 songs which Levy would market throughout the world by television advertisement. This letter was received by Dolgenos on January 13, 1975.

92. On January 9, Coury and Seider met in Los Angeles and Seider indicated Lennon's interest in selling the "oldies" album through television. Coury said that he would

Exhibit 102.

have to get a tape to listen to it as a result of which Coury was sent the tape referred to in paragraph 90 herein. Shortly thereafter Seider informed Levy of the conversation and Levy said that that was a bad sign, implying that he felt EMI and Capitol would not grant approval to Levy. On January 14, 1975, Seider met in Los Angeles with Menon, Coury and Brown Meggs and discussed the release of the Lennon "oldies" album. Capitol stated that it wanted to distribute the album pursuant to its agreement with Apple and thus indicating that Capitol expected EMI to make the album available for Apple. Seider advised Levy shortly thereafter.

93. On January 28, 1975, Joel Silver in Klein's office received a call from someone at Capitol requesting a special copyright rate for "Bring It On Home To Me," one of the songs on the Lennon album. Klein refused to give the special rate.

94. On the same date, January 28, Coury, Seider, Pang and Lennon had dinner at Gallagher's Steak House in New York City to discuss the layout, cover, art work, advertising, promotion, merchandising, etc. of the "Rock 'n' Roll" album (as the "oldies" album released by Capitol and EMI was subsequently entitled). At that dinner meeting, Lennon discussed the possibility of using television as a means of selling the album, but Coury said that he thought the album should not be brought out over television. He convinced Lennon that this was not a good idea. The group then went to the Capitol Suite at the Sherry Netherland Hotel, where they were joi[illegible]

by Roy Kohara, the head of Capitol's art department, and Dennis Killeen, the head of Capitol's merchandising department. Final plans were presented to and approved by Lennon for the entire advertising, promotion, and merchandising of the "Rock 'n' Roll" album. At Lennon's suggestion, a German photographer, Jürgen Vollmer, was called and his permission was obtained for the use on the album cover of an old photograph Vollmer had taken of Lennon. There was an extensive marketing campaign discussion including various media that would be used. Killeen ran down a complete marketing campaign in the others' presence and Lennon approved it with some minor corrections.

95. On January 29, 1975, Seider called Levy and told him that Capitol was going to put out the Lennon album and that Capitol and EMI had refused their permission for Levy to put out the Lennon album. At Levy's request, Seider made an appointment for Coury and Seider to meet with Levy that day. Seider waited for Coury, but Coury had another appointment and in any event had been told by Menon that he should not attend the meeting (although Seider did not know this at the time). Seider called Levy and told him that Coury would not be coming. Levy said that he still wanted to see Seider and they arranged to meet at Levy's office the next day. On January 30, Levy told Seider that Levy was putting out the Lennon album. Immediately following this meeting, Levy notified Lennon through Pang that he was putting out the Roots album (as plaintiffs subsequently

unilaterally titled the album), that there was nothing personal in it, and that if Lennon wanted to change or remix the tapes, or do something with the art work or title (neither of which Lennon had ever seen), he should do so right away.

96. Lennon did not return the call but instead immediately called Seider, who came over that evening. Lennon asked Seider if Levy could put out the album, and Seider replied "of course not."

97. Lennon also called Coury or King at Capitol. Lennon was asked how Levy had obtained a tape, and he explained that it had to be the rough mix that had been given to Levy solely for listening purposes.

98. Following the Seider meeting, Levy attempted to call Len Wood at EMI in London and called Larry Uttal, a friend of Levy's in an attempt to arrange a meeting with Wood and Menon.

99. Levy also called Klein, who in turn called Menon. Both Wood and Menon declined to return Levy's call.

100. Beginning on January 30, 1975, there were a series of telephone calls from Klein to Menon in which Klein appeared to be gradually transmitting information which he alleged came from Levy.

101. Menon called Lennon about these Klein telephone conversations, and Lennon denied that there was any conversation in which he had ever led Levy to believe that Levy had any rights in a Lennon album.

Exhibit 102.

102. Although Levy had had possession of the 7-1/2" tape for over two months, he had done nothing at all in terms of producing a "final" album from it and merchandising such an album. He had not, prior to January 29, prepared a jacket; made the lacquered master, the mother or the stamper (all prerequisites to the production of a phonograph album); any albums; prepared the commercial, or bought any television time. However, right after January 29, Levy, in his own words, rushed out with the Roots album "as fast as we could."

103. After January 29, Levy performed all of the above listed tasks, using the 7-1/2" rough mix that had been given to him for listening purposes.

104. Although Lennon never decides on releasing any track until he is himself personally ready to release it, and although he did some work on every track on the Spector Tapes after receiving them, and although he personally decides what goes on the cover of his albums -- even to the extent of making changes after money on the cover has already been spent -- Lennon did not in fact have any part of the decision to release the Roots album, and he never approved either the final record or the cover of the Roots album. He never even discussed the photograph with Levy that was on the album, and in particular, he did not approve the use of advertisements of other artists on the outside album cover -- a practice which is never followed in regard to an album by the Beatles or by any single Beatle.

Exhibit 102.

105. Both the Roots recording and the cover were inferior to the "Rock 'n' Roll" album.

106. The Roots album had two more songs than the "Rock 'n' Roll" album and the length of a particular side of an album can adversely affect the quality.

107. The order of the songs on the Roots album was different than that on the "Rock 'n' Roll" album.

108. The quality of the recording was poor due to the fact that it had been made from a rough mix tape.

109. In addition, Levy's engineer had to engage in boosting, EQing, bringing up the middle, bottom and top sound, etc., in order to try to improve the Roots album, but they were unsuccessful.

110. Plaintiffs had in fact employed a recording studio other than the one ultimately used to create a master disc for the Roots album. Plaintiffs only employed the second recording studio after the recording engineer for the first studio informed one of Roulette's and plaintiffs' employees, Fred Bailin, that their tape was inferior and would not result in a good master.

111. Lennon himself regarded the Roots album cover as terrible, including the picture of himself.

112. On January 30, 1975, Menon heard from Klein on the telephone that Levy was intending to put out a Lennon album. Menon also heard this on the same date from Seider, and Menon told Seider that Capitol and EMI would pursue all available remedies if Levy took this step. On January 30th,

1975, upon his return to Los Angeles from New York City, Coury went to see Menon to tell him that Lennon had given final approval to production plans for the album. However, he was informed by Menon, who had been told by Klein, that Levy intended to distribute and sell the Roots album. Charles Tillinghast of Capitol called Lennon and Coury also spoke to Lennon.

113. On January 31, 1975, Lennon sent a telegram to Tillinghast stating that he had not given pressing or distribution rights to anyone other than Capitol and that so far as he personally was concerned, Capitol and Apple could bring an action in Apple's name to stop the distribution of his album by anyone else.

114. On the same date, January 31, Vollmer, the photographer, confirmed in writing his granting of rights to Capitol to use his photograph of Lennon on the rock 'n' roll album for $750.00.

115. And about the same time, Levy began discussing matters related to the album with Klein about once a week.

116. Also on February 1, Tillinghast informed Wood by telephone that Levy was planning to advertise the Roots album on television at $4.98. This was the first indication to any representative of EMI that Levy was proposing to market the Roots album.

117. On February 4 and 5, 1975, Lennon supervised the final cutting of the lacquer master for the "Rock n' Roll"

album and did the final EQing. At that time Lennon deleted two songs (which subsequently appeared on the Roots album) because of their poor quality, remixed or shortened others and changed some of the sounds to get a better tone. At Lennon's direction, Capitol was sent this lacquer master and from it the "Rock n' Roll" album was manufactured.

118. On February 4, 1975, Klein called Menon and told him that RCA was pressing Levy's album, the dates of Levy's television merchandising and the substance of Levy's copyright notice.

119. On February 5-6, 1975, there was a meeting at Capitol's offices in New York City attended by Seider, James Bergen, Charles Tillinghast, Leonard Hall, Solomon Granett and Gerald Gold. They were joined later by Lennon and Pang. Seider and Lennon were asked to and did give a full recitation of the facts to date, and they both gave their unequivocal assurances that at no time had they granted permission to Levy to sell or distribute the Lennon album.

120. On that same day, Capitol sent a telegram to Ivy Hill (which was manufacturing album covers for the Roots album) indicating that the Roots album was unauthorized.

121. In the first week of February 1975, the Capitol album, "Rock 'n' Roll", was pressed. However, for some months previous, thought had been given by Capitol to the advertising, promotion and marketing of the album, and, as previously noted, Lennon had already given final approval of the plans.

Exhibit 102.

122. In early February at least one single from the "Rock 'n' Roll" album was released by Capitol.

123. On February 7, 1975, Capitol sent Levy a telegram informing him that EMI owned the masters of the Lennon album that Levy proposed to release, that Capitol was the exclusive distributor of EMI products in the United States and that Levy had not obtained the consent of Capitol or EMI for the sale and distribution of the Lennon album. The telegram specifically referred to New York General Business Law § 561, which prohibits unauthorized copying of phonograph records or tapes. It also pointed out that Levy had not obtained Lennon's written consent to the use of his name and likeness and demanded that Levy not sell the Roots album. The telegram noted that demand would be made of television stations that they not carry advertisements.

124. On that same day, Capitol sent telegrams to RCA, Hunt Media Advertising (a subsidiary of Adam VIII engaged in marketing the Roots album), Ivy Hill, Queens Lithography and five television stations.

125. Upon this same date, February 7, the "Rock 'n' Roll" album was released.

126. The price of the album, $5.98, had been decided upon in part because the songs on the album were titles previously recorded by other artists rather than new songs and in part because of the competition from Roots, which was to be sold for $4.98.

Exhibit 102.

127. On the following day, February 8, Capitol sent telegrams to five television stations in five cities informing them of EMI's and Capitol's claims to the Lennon album.

128. This was also the day when Adam VIII began advertising the Roots album throughout the United States on television.

129. On February 10, 1975, Levy received the February 7 telegram from Capitol and sent a reply telegram asserting that Apple and Lennon had granted Big Seven and Adam VIII full television merchandising rights to the Lennon masters.

130. On this same date, Capitol sent telegrams to several additional television stations informing them of EMI's and Capitol's claims to the Lennon album.

131. On February 11, 1975, Lennon sent a telegram to Adam VIII stating that the use of his recorded performances and his name and likeness on the Roots album and the advertising connected therewith were unauthorized.

132. On the same day, February 11, Capitol sent a press release to thirteen broadcasting stations in seven cities telling them of the "Rock 'n' Roll" release and informing them of the Roots release.

133. On February 12, 1975, Seider sent a telegram to Levy stating that there had been no agreement in regard to the Lennon album, and that Lennon had not agreed to record

the Roots album or to grant any rights in it to Big Seven and demanding any writings Levy had purporting to show such agreements. Plaintiffs and Levy have never produced such writings.

134. On this same date, February 12, Capitol sent a telegram to Levy in response to his February 10th [illegible] stating that neither EMI nor Capitol had approved the sale or advertising of the Roots album and that neither Apple nor Lennon had the right to grant the television merchandising rights therein.

135. On February 13, Lennon in an interview at a radio station in New York City stated that only the "Rock 'n' Roll" album was authorized and urged the public to buy only it.

136. On this same date, February 13th, Capitol's "Rock 'n' Roll" album was filed for copyright with the notice "℗ 1975 EMI *** Manufactured by Apple."

137. The Roots album was never so filed although the album cover contains the words: "℗ 1975 Adam VIII Ltd."

138. On February 14, 1975, RCA wrote plaintiffs' attorneys that RCA had "decided not to undertake fulfillment of Lennon package," since they did not want to become involved in litigation.

139. On February 19, 1975, plaintiffs filed their state court action against defendants in the Supreme Court of the State of New York, New York County.

140. On February 28, 1975, one of Capitol's attorneys sent Levy a letter notifying him of the filing of the copyright for "Rock 'n' Roll" with the copyright office.

Exhibit 102.

141. On March 6, 1975, plaintiffs filed their antitrust complaint against defendants in this Court.

142. The "Rock 'n' Roll" album is being distributed throughout the United States by Capitol and throughout the rest of the world by EMI.

143. To date, approximately 400,000 copies of the Rock 'n' Roll album have been sold by Capitol.

144. Plaintiffs continue to date to sell copies of the Roots album.

Exhibit 102.

Facts Not in Dispute

Defendants believe that the facts set forth in the following paragraphs are not in dispute with plaintiffs and Levy: Paragraphs 1-8, 10-13, 15-34, 35 (except with respect to the presence of Brown), 36-41, 44-47, 49-52, 54-63, 65-69, 71, 75-78, 80-85, 87-89, 91, 93-104, 106, 109-144.

Dated: January 6, 1976

Respectfully submitted,

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New York, New York 10022

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CLEARY, GOTTLIEB, STEEN &
HAMILTON

By _____
A Member of the Firm
Attorneys for Defendant
Apple Records, Inc.
One State Street Plaza
New York, New York 10004

E145

Exhibit 102.

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

BIG SEVEN MUSIC CORP. and ADAM VIII, LTD., Plaintiffs, -against- JOHN LENNON, APPLE RECORDS, INC., HAROLD SEIDER, CAPITOL RECORDS, INC., and EMI RECORDS LIMITED, Defendants, -and- MORRIS LEVY, Additional Defendant on Counterclaim.	AFFIDAVIT OF SERVICE BY MAIL Index No. 75 Civ. 1116 (LFM)

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

ANTHONY KROL , being duly sworn, deposes and says that he is over the age of eighteen years and is employed by CLEARY, GOTTLIEB, STEEN & HAMILTON, the attorneys for Apple Records, Inc. herein.

That on the 6th day of January , 1976, he served the within Defendants Exceptions to Plaintiffs' Statement of Facts and Defendants' Amended Joint Statement of Facts upon the attorneys for the parties hereinafter named by depositing true copies thereof securely enclosed in a postpaid wrapper in a depository regularly maintained and exclusively controlled by the United States Government in the Borough of Manhattan, City, County and State of New York, directed to said attorneys at the addresses set after their names, the same being the addresses within the State designated by them for that purpose, or the place where they then kept an office, between which places was then and is now a regular communication by mail:

Exhibit 102.

TO: MARSHALL, BRATTER, GREEVE, ALLISON and TUCKER
Attorneys for Harold Seider
430 Park Avenue
New York, New York 10022

GRANETT & GOLD
Attorneys for Defendants - Capitol Records,
Inc. and EMI Records Limited
1350 Avenue of the Americas
New York, New York 10019

HOGAN & HARTSON
815 Connecticut Avenue N.W.
Washington, D. C. 20006

Anthony Krol

Sworn to before me this
th day of January, 1976.

Notary Public

E147

Exhibit 102.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BIG SEVEN MUSIC CORP. and ADAM VIII, LTD.,
Plaintiffs,
-against-
JOHN LENNON, APPLE RECORDS, INC. HAROLD SEIDER, CAPITOL RECORDS, INC. and EMI RECORDS, LIMITED,
Defendants,
-and-
MORRIS LEVY,
Additional Defendant on Counterclaim.

COPY RECEIVED
JAN 30 1970
PETER GORDON, SCHURTMAN, GUNFELD, C
ATTORNEYS FOR PLAINTIFF
DEFENDANT
BY MAIL BY HAND

Defendants' Exceptions and Amendments to Statement of Facts

CLEARY, GOTTLIEB, STEEN & HAMILTON
ATTORNEYS FOR Defendant
Apple Records, Inc.

ONE STATE STREET PLAZA
BOROUGH OF MANHATTAN
NEW YORK, N. Y. 10004
344-0600

COPY RECEIVED

THIS_____DAY OF_____19____

Exhibit 105, Albert E. Coury's Deposition.

ALBERT E. COURY, residing at 4537 Del Moreno Drive, Woodland Hills, California, having been first duly sworn by the Notary Public, was examined and testified as follows:

EXAMINATION BY MR. KANZER:

Q I think your name and address have been placed on the record, but tell us what your present employment is.

A I'm senior vice president of Capitol Records in charge of A&R, which is Artists and Repertoire.

Q You are on the board of directors of Capitol Records?

A Yes.

Q Are you on the board of directors or an officer of the parent company?

A No.

Q How long have you been a senior vice president at Capitol?

A Senior vice president for about a year and a half, approximately.

Q What was your status at Capitol before that?

A Divisional vice president.

Q How long have you been at Capitol?

A Approximately 17 years.

Exhibit 105.

Q What does an artist relations man do?

A Artist relations man does everything from book artists on television shows, work very closely with the manager and agent that represents the artist, he tries to develop the artist's career in a total career-building program including, of course, most importantly, the recording aspect of that artist's career. It is an all-encompassing career-building program.

Q What does an executive producer do?

A He brings together the creative talents to actually make the record. He, in many instances, finds the hit song, hires the independent producer, gets the performer to want to record that particular hit song, hires the musicians, works out the recording budgets, does basically all of what the term "executive producer" implies. He puts all of the creative elements together and lets the recorder producer make the record in the studio.

Q What are your responsibilities as senior vice president of artists and repertoire?

A It is my job to see that all of the important artists on my label are producing as good records as they possibly can. It is my job to see that they are releasing records and delivering product to the company

on a regular basis. It is my job to keep an open channel and other area of communication between the record company and the artists at almost every level of creativity.

It is my job to stimulate creativity by suggesting, readjusting producers with different artists, finding different songs for different artists, coordinating the general activities of the A&R department.

Q In connection with your responsibilities at Capitol, did you ever have occasion to work with John Lennon?

A Yes, many times.

Q When was the first time.

A The first time?

Q Yes.

A The first time that the Beatles came to the United States -- you are talking about in relation to A&R?

Q In relation to any of your responsibilities at Capitol, what was the first time you had any contact with John Lennon?

A I would say the first time the Beatles came to the United States.

Q Do you recall approximately when that would be?

A I don't know.

Q Did you ever send any correspondence to Mr. Lennon with reference to either the "Rock 'n' Roll" album or the "Walls and Bridges" album?

A No. Most of my communication is by telephone with him or in person.

Q You are saying most of it was in person or by telephone?

A I would have to say in relation to the creative end of this, I would say that it was all in person or by telephone.

Q Do you know if Mr. Lennon has any written agreements with Capitol?

A Written agreements with Capitol?

Q Yes.

A Like a recording contract?

Q Like any sort of written agreement.

A I would assume has has a recording contract, sure.

Q Have you ever seen any agreements involving Mr. Lennon?

A No, I have not personally seen any.

Q Have you seen any written agreements relating to the Beatles?

A No, I've not seen any personally.

Q Have you seen any written agreements relating to Apple Records?

A I don't know what you mean by that. I've seen letters come through in the course of the years that we have been associated with Apple Records; nothing in relation to this album or John Lennon specifically with this matter.

Q Who is Apple Records?

A Apple Records is the Beatles.

Q Have you ever had any dealings with Apple Records, Inc. of New York which we will for now refer to just as Apple?

A My dealings are mostly on the creative level. I have never dealt with Apple Records per se as a company. I've dealt with John Lennon, Ringo Starr, George Harrison, Paul McCartney in relation to their product. If that is Apple Records, I've never dealt with anybody else at Apple Records. I've dealt with Tony King.

Q Who is Tony King?

A Tony King, to the best of my knowledge, is the person who works out of the Capitol Tower now who is associated with the Beatles and represents Apple Records' interests at Capitol Tower, I would say, in some respects, coordinates is a better word.

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Exhibit 110, John Lennon's Sales History.

JOHN LEN[illegible] SALES HISTORY

7.

REL DATE	SEL #	TITLE	CALENDAR YEARS 70	71	72	73	74	75	76		H.A.S TTD THRU 4/76
		ALBUMS									
12/70	SW 3372	W/PLASTIC ONO	648	15	(6)	9	18	16	2		702
9/71	SW 3379	IMAGINE		1517	(54)	10	47	31	2		1553
6/72	SWBB 3392	SOMETIME IN NYC			257	(87)	(9)	3	-		164
10/73	SW 3414	MIND GAMES				580	(152)	(49)	(3)		376
9/74	SW 3416	WALLS & BRIDGES					615	(172)	(18)		425
2/75	SK 3419	ROCK 'N' ROLL						362	(20)		342
11/75	SW 3421	SHAVED FISH						444	12		456
		TOTAL	648	1532	197	512	519	635	(25)		4018
	AVG - 1ST	5 ALBUMS								644	(3220 ÷ 5)
	AVG - 1ST	4 ALBUMS - W/O "SOMETIME IN NYC" (EXCLUDES YOKO)								764	(3056 ÷ 4)
	AVG - 1ST	3 ALBUMS - W/O " - - - (EXCLUDES "SOMETIME IN NYC & IMAGINE. BEST HIT								501	(1503 ÷ 3)

E154

RIFFS

John Lennon: Sad Movies (Make Me Cry)

BY GREIL MARCUS

Like so many others whose careers have lost direction, John Lennon has put out an album of fave-rave oldies: "Rock 'n' Roll," graced with a shot of Lennon, circa 1960, leaning up against a grimy Hamburg wall and looking as if he understands that in a few years he will be the most famous man in the world.

But the record is ordinary. The thirteen tracks fade into one another (one or two are soulful, deeply personal, but you might have to play the record a dozen times before you remember which ones they are); the arrangements feature mechanical renderings of '50s riffs, with none of the delight and liberation that made the '50s performance of those riffs so profound. Occasionally, extravagant production is brought in to make up for the lack of raucous energy, but of course it doesn't.

When I first heard that this LP was in the works, I couldn't wait to find out what Lennon would pick from the past; this man, after all, knows a lot about rock 'n' roll secrets. But Lennon has chosen only the most familiar rock classics, ignoring early Elvis, Huey Smith, or "Give Me Love," the flip of "Angel Baby," which John once called "the great strange record of our time", he runs through the biggest hits of Berry, Richard, Holly, Cooke, and Vincent, not singing the songs so much as noting their existence. These songs were all of them perfect as records; they entered the public mind not merely as music, but as events. As such they're virtually unapproachable, and Lennon's versions never put the originals out of one's head for a second. The songs diminish him, because he brings nothing to them but a formal recognition that a long time ago, the songs mattered to him more than anything in the world. He sings as a footnote to their history; when he sang such songs in 1964, they seemed like a footnote to his.

Ron Galella

John Lennon at the Grammys:

I suppose I bring the same sort of recognition to Lennon's album. A lot of people, myself included, once idolized John Lennon, and he was a good man to idolize. He didn't offer answers; he made one realize a good life could be lived without them. What most of us didn't understand, 10 years ago, was that Lennon too was looking for an idol, even though his talent was for rebellion, not acceptance. Lennon had begun by giving as much of himself to Elvis as many of us gave to the Beatles, but Lennon found it necessary to replace Elvis with himself, just as we found it necessary to replace the Beatles with ourselves. At one time, we—the audience—served as an idol, because Lennon could see himself and more than himself in his audience. Then the audience became indistinct to Lennon, a mass, unreal, and it was no longer satisfying to see himself as part of it, or no longer possible; the more his audience confirmed his existence, the more desperate he became to find out exactly what the nature of his existence was. Lennon went off seeking new idols, seeking to find and lose himself in them, as

he had found and lost himself in Elvis and the audience he inherited from Elvis. Lennon failed as an idolizer, no matter who he idolized—the Maharishi, Janov, Yoko—just as we failed in our attempts to idolize him. Lennon lived a great public longer lives through John Lennon, or even with him, and it's a bitter, saddening moment. But then the song takes a step forward. "Maybe I am asking for too much," John cries. Of course he is, he always has. That's what made him great. □

An 18-year-old thinks about Jethro Tull . . . Phoebe Snow rising . . . Samuel Beckett meets avant-garde jazz.

drama, but, desperate for an ending, for a feeling of completeness, of justification, he looked for someone to offer him a finale. He didn't get it; he wanted deeply to say Yes, but his instinct to say No always won out. So now, still searching for the finale that will make sense of his twenty years as a performer, he has gone back to his beginnings, to the early rock 'n' roll that brought him to life in the first place, and that trip back has produced a failure he should never have had to face—failure not as a seeker, or a saint, or a man, but as a rock 'n' roller. And that, for John Lennon, the truest rocker of his time, is the cruelest failure of all.

Only on "Just Because" does Lennon's desperation redeem itself. It's no longer solipsistic; it comes directly from his heart to you. "Just because you left and said goodbye," John sings, so beautifully, "Do you think that I will sit and cry?" It's hard not to hear that line as aimed straight at the audience that no

Tull: What's the Difference?

BY PERRY BRANDSTON

HOSTILITY. That is what we are talking about when it comes to certain rock bands. Jethro Tull is one. How well do they express the anger that I must hear in music? For me—purely.

There was a time when rock music had to express sexuality. It was mostly Black-influenced. It still persists. But to a certain segment of the younger audience Black/sex is no longer relevant. Anger at the world is. Anger music is not non-sexual so much as anti-sexual or at least rooted in some disappointment in sex. It is quite possible to get laid every night and never enjoy it. We blame the resultant frustrations on the world around us, so music for us must condemn the world to please. We don't disqualify it for represent-

Continued on page 104

E154
Exhibit 200, Village Voice, March 10, 1975 Article:
"John Lennon: Sad Movies Make Me Cry".

E155

BEST COPY AVAILABLE

Exhibit 201, Rolling Stone, May 2, 1975
Article: "Lennon Gets Lost in His Rock and Roll".

any vocal listenable. Worst of all, Moon doesn't drum much here. He's on only three cuts, and though Ringo Starr plays on one of the others, none of the competent sessionmen he uses on the rest bring the excitement to the songs Moon might have.

But the biggest problem with *Two Sides of the Moon* is that there isn't any legitimate reason for its existence. There are obviously more interesting, less embarrassing ways for Moon to make money or play with his friends. The greatest shame of all is that, with a third of the studio time that it took to make this album, or Entwistle's—or with a hundredth of the time it took to make the *Tommy* film—the Who might have made a 45 as great as "Substitute."

(Dave Marsh is the music critic of 'Newsday.')

Young Americans
David Bowie
RCA APL1-0998

by Jon Landau

The title song of David Bowie's *Young Americans* is one of his handful of classics, a bizarre mixture of social comment, run-on lyric style, English pop and American soul. The band plays great and Tony Visconti's production is flawless—just a touch of old-fashioned slap-back echo to give the tracks some added mystery. The rest of the album works best when Bowie combines his renewed interest in soul with his knowledge of English pop, rather than opting entirely for one or the other. Thus, "Win," one of his best pop ballads, makes great use of an R&B chorus; it works much better than the straight James Brown impersonation "Right." He does a plaintive version of John Lennon's "Across the Universe," while "Fame" and "Fascination," besides being complementary titles, continue his merger of styles on a positive note.

As for Bowie's growth as an artist, the highlight of the album comes when he stops the band and asks, "Isn't there one damn song that can make me break down and cry?" With any other pop singer in the world, you'd know that he or she wanted to be taken seriously. With Bowie, you believe that he half does and half just says what he thinks he's supposed to. Which isn't bad, but only the way he is.

Lennon Gets Lost in His Rock & Roll

Rock 'n' Roll
John Lennon
Apple SK 3419

by Jon Landau

As a performing group, the Beatles began by playing old rock favorites, for dancing, to tough audiences in Liverpool and Hamburg. When they began writing seriously, they discovered that they couldn't compose in the early American rock tradition. So when they needed something raw, harsh and joyfully loud to round out an album, they borrowed songs originally done by Chuck Berry, Little Richard, Carl Perkins, Larry Williams or someone from Motown. (Paul McCartney finally ended the custom by writing a perfect Little Richard song himself, one that not only worked in its own right, but poked a little fun at the style and at the Beatles as well—the marvelous "I'm Down.")

When the Beatles cut old rock 'n' roll, they were recording music still in their performing repertoire, and besides, *they* never thought of the music as old. That makes it all the more bizarre that *Rock 'n' Roll*, John Lennon's celebration of early American rock, come out sounding like nothing but oldies—self-conscious musical attitudinizing about rock roots, and poorly done at that.

In paying tribute to his musical-childhood background, Lennon sounds like he's forgotten he used to perform material like this seven nights a week and that he used to record it several times a year. He's forgotten that most of today's rock audience came to Little Richard and Chuck Berry through the Beatles versions of the music. His "Money" wasn't just more popular than Barrett Strong's original—it was also better.

The Beatles never sounded intimidated by their idols. They never interpreted old rock; they simply played it as well and as joyfully as they knew how. On *Rock 'n' Roll*, John Lennon does nothing but interpret old rock. The Beatles didn't care whether they got the music right so long as they got the feeling. Lennon can recreate the music correctly ("Be-Bop-A-Lula"), but never catches the feeling. The Beatles version of this music used to be filled with exhilarating moments; Lennon sounds like he'd be satisfied if he could capture only one. Underneath the pushing, shoving and straining, his album sounds like music in search of a climax that never comes.

The Beatles did their best cover work on Little Richard's "Long Tall Sally" and music influenced by Richard, such as Larry Williams's "Dizzy Miss Lizzie." But now, almost 20 years since Richard and his imitators made their best music and more than ten since the Beatles started recording theirs, Lennon offers hollow visions of "Ready Teddy," "Rip It Up" and "Slippin' and Slidin'."

"You Can't Catch Me" is given the kind of over-elaborate, heavy-handed reading that must make Keith Richard and Mick Jagger smile with pride—they caught the mood of that Chuck Berry song so much better over ten years ago, on a great little Rolling Stones album, *Now!*

The most revealing failure comes on Bobby Freeman's "Do You Want to Dance." The song stands for all the gems left behind by rock's minor heros—there's no logic to anyone as limited as Bobby Freeman writing anything so great. But more than he misses the point of Chuck Berry and Little Richard, Lennon misses the point of this kind of rock—the stuff that sounds almost anonymous, like anyone could sing it, music whose simplicity is its greatest strength. You don't do anything with a song like this except perform it—it speaks for itself. But here comes John, with a reggae twist and a new melody line, and the magic of a tune called "Do You Want to Dance" is gone.

On the back cover of the beautiful package, Lennon's name appears in lights—just like Chuck Berry promised they would in the last verse of "Johnny B. Goode." At the bottom, there's the now famous quote (the best thing about the album, really) from Dr. Winston O'Boogie: "You Should Have Been There." John Lennon was, but sounds like he's forgotten what it was like. In making an album about his past, he has wound up sounding like a man without a past. If I didn't know better, I would have guessed that this was the work of just another talented rocker who's stumbled onto a mysterious body of great American music that he truly loves but doesn't really understand. There was a time when he did.

Exhibit 201A, Song Sheet for
"Oye Como Va".

EP 285076 - 3/10/71 (Piano Arrangement - Words & Music)
EP 287816 - 5/19/71 (Marching Band Arrangement)
EP 287726 - 6/23/71 (Stage Band Arrangement)
EP 288007 - 7/13/71 (Pub. in Spain)
EP 289300 - 7/3/71 (Italian Version)
EP 289301 - 7/30/71 (Concert Band Series)

PATRICIA ____
KAHL ____
PLANETARY X

"OYE COMO VA"

TITLE OF SONG a/k/a "APRIETA" - "OYE COMO VA (Aprieta "LISTEN HOW IT GOES" lo)"

EU 218683 - 11/9/70 (Additional Music)
EU 227082 - 1/18/71 (Aprieta) - Addt'l lyrics)
EU 258489 - 6/21/71 (Listen How It Goes) English Lyrics)

UNPUBLISHED COPYRIGHT

See Above
PUBLISHED COPYRIGHT

TITO PUENTE
COMPOSER

Made
ASSIGN. CANADIAN COPYRIGHT

SAME
LYRICIST

Standard 6/12/62
SPA OR OTHER CONTRACTS

Vol. 58 Pg. 30 4/11/63
"U" FORM (NOTICE OF USE)

ASCAP 6/22/62
ASCAP OR BMI CLEARANCE

Sent 6/62
HARRY FOX

Sent To England
FOREIGN ASSIGNMENTS:

SEE BACK PAGE

Exhibit 201A.

LICENSES

Roulette Records.....Tico T-1086.....Tito Puente.....2/5/63
Roulette Records.....LP 1109.....Tito Puente.....6/1/64
Mercury Records.....ACR 4 5121.....Tito Puente.....1/11/68
CBS Records.....KC 30130.....Santana.....9/17/70
Tico Records.....LP 1226.....Joe Cuba Sextet...12/7/70
Tico Records.....T-576.....Joe Cuba Sextet...1/5/71
Custom Recording Co....see letter in file dated 3/9/71
United Artists Rec.....6796 Tape 8270/Ko270 (U.A.) The Ventures - 3/12/71
CBS Records.....4 45330.....Santana.....2/2/71
Bell & Howell Magnetic Tape...UST 67968...The Ventures....6/7/71
CBS Records..... C 30800.....Percy Faith.....6/15/71
MCA RECORDS (Canada)....United Artists L[illegible] UAS 6796.. The Ventures...6/25/71
Longines Symphonette Society....SYS 5414 - 5415..Longines Symphonette - 9/21/71
Miami Record Dist. Corp. ..MOCS 1284...Sabor Tropical Con La Orch. Tampico de Claudio Rosas 11/18/71

POLYDOR RECORDS----2371 204, MC-3150 192, 8TR-3811 [illegible]3---ROBERTO DELGADO 2/17/72

MET RICHMOND RECORDS SALES---SEECO SCLP 9310--J. Feliciano--3/10/72

2

GORDON V. THOMPSON LTD. - CERTIFICATES OF PUBLICATION:

3/22/63 (Original Version)
11/9/70
1/18/71 (Aprieta)
3/4/71 (Sht. Mus.)
5/19/71 (Marching Band)
6/23/71 (Stage Band)
6/25/71 (Listen How It Goes)
7/30/71 (Concert Band)

Exhibit 201A.

OYE COMO VA CONTINUED.....

AMPEX CORPORATION--7PRJ075068--PLEASE INSERT--7/2/73

AMPEX CORPORATION--L75068--ENOCH LIGHT AND THE LIGHT BRIGADE

RCA RECORDS A DIVISION OF RCA CORP.--VPSX-6093--JOSE FELICIANO--6/20/73

THE LOGINES SYMPHONETTE SOCIETY--LWS 886--LOGINES SYMPHONETTE-1-10-74

CBS RECORDS A DIVISION OF COLUMBIA BROADCASTING SYSTEMp----

DS 1081 (PS 5898) Columbia House--SANTANA 2-11-74

CBS DS 1091 (P6S 5908)-- SANTANA--3-12-74

CBS RECORDS A DIVISION OF COLUMBIA BROADCASTING SYSTEM--CA 10638--SANTANA--4-30-74

CBS RECORDS ---PC 33050 --- SANTANA --- 7/8/74

RCA RECORDS --- P8S-5155 --- PK-5155 --- JOSE FELICIANO --- 7/22/74

CBS RECORDS, PV 12448--SANTANA--10-16-74

FANIA RECORDS--TSLP-1401--Tito Puente & His Orchestra--8/27/75

UNITED ARTISTS MUSIC AND RECORDS BROUP, INC. - BN LA 551-G licensed Oct. 2, 197
Artist-Bobby Hutcherson (tape)

COLUMBIA RECORDS, CANADA--CSPS 31035--Percy Faith & His Orchestra--8/28/7

SPECIAL USAGE BY NATIONAL FILM BOARD PRODUCTION OF ALBERTA GIRLS MOTION PICTURE APPROX. 10 MINUTES IN LENGTH -ONE VISUAL INSTRUMENTAL 58 SECONDS AMOUNT $250.00 (we received $225.00 10% deducted for Fox's services)

Oye Como Va

Exhibit 20 E159

	MECHANICALS					PERFORMANCE (o...)				
	Domestic		Foreign			ASCAP		Foreign	Foreign	
Period	Gross	Net	Gross	Net-was Net-what		Domestic	Foreign	Subs	Others	
6-63	32	16								
12-63	11	5								
6-64	3	2								
12-64	4	2								
6-65	70	35								
12-65	22	11								
6-66	8	4								
12-66	3	2								
6-67	8	4								
12-67	2	1								
6-68										
12-68	12	6	18	14						
6-69	8	4								
12-69	1	-								
6-70			9	7						
12-70							463			4
6-71	52522	26261	45	34		Santana	18731			193
12-71	15039	7620	1779	1334			2891		712	5383
			1683		842					
6-72	9566	4783	5025	3769			2036		93	74
			2531		1265					
12-72	6071	3036	3180	2385			1582		9	2917
			1247		624					
6-73	5579	2789	4092	3069			1512		1851	498
			5736		2868					
12-73	3731	1865	585	439			1617		3	2128
			1726		863					
6-74	4694	2322	4618	3463			3361		3246	
			6294		3147					
12-74	11195	5598	2951	2213			2158		419	916
			1351		675				3066	1638
6-75	12420	6210	854	641			932			
			4043		2022					
12-75	4484	2242	17832	13374						
			3489		1744					
Anticipated 6-75			6186	4639					268	
Estimate 12-75			10787	8090						
TOTAL	125635	62818	86061	43471	14050		35273		9662	13752
Retained by: US Corp		62818		14476	14050		35273		4831	13752
10% Subs				26995					4831	

Exhibit 201B, Planetary Music Mechanical and Performance Income From "Oye Como Va".

Exhibt 202, NOM Music Inc. - Mechanical and Performance Income From "Daddy's Home".

Daddy's Home

	MECHANICALS					PERFORMANCE					
	Domestic		Foreign			B.M.I		Foreign			
Period	Gross	Net	Gross	Net-Subs	Net-Others	Domestic	Foreign	Subs	Others	Adjustments	
6-65						9030					
12-65	329	165				138					
6-66	383	191									
12-66	98	49	1		1	138					
6-67	272	136	1								
12-67	575	723	1		1	217					
6-68	307	153	1								
12-68	580	290	19	11		145					
6-69	943	471	108	81							
12-69	746	373	1			226					
6-70	574	287	9	7							
			3		1						
12-70	416	208	22	17		302	183				
			2		3						
6-71	756	378	7		7						
12-71	449	225	13			168	3				
6-72	1317	658	34	25							
			6		3						
12-72	999	500	5	4		1211					
			36		8						
6-73	20628	10314	34	25						SEAMAN'S	
			8		4						
12-73	8161	4081	53	40		26993			60		
			6		3						
6-74	1997	998	2050	1538				44			
			1675		838						
12-74	966	483	1372	1029		2456		288	20		
			1473		736				1		
6-75	7138	3569	5	3							
			1209		105						
12-75	2719	1360	922	692							
			907		154		246				
TOTAL	50623	25312	9980	3473	2676	41024	432	332	81		
RE-TAINED BY: U.S. Corp		2531/2		1157	2675	41024	432	166	81	70647	70849
: 100% Subs				2316				166		2482	2482
										73329	73329

E161

Exhibit 202A, Song Sheet for "Daddy's Home".

Copyrights assigned from Keel to Nom. Agreement March 21, 1966. Registered Vol. 1128, Pgs. 191-199, March 24, 1966.

PATRICIA _____
~~KEEL~~ NOM X
PLANETARY _____

"DADDY'S HOME"
TITLE OF SONG

EU 552075 - 7/1/61
UNPUBLISHED COPYRIGHT

[illegible]
PUBLISHED COPYRIGHT

CLARENCE BASSETT
SHANE SHEPPARD, CHARLES BASKERVILLE,
COMPOSER

~~SAME~~
LYRICIST

ASSIGN. CANADIAN COPYRIGHT

STANDARD - 2/1/61
SPA OR OTHER CONTRACTS

"U" FORM (NOTICE OF USE)

BMI - 10-10-73 (spanish Version)
ASCAP OR BMI CLEARANCE

Sent
HARRY FOX

FOREIGN ASSIGNMENTS:

GORDON V. THOMPSON LTD. - CERTIFICATE OF PUBLICATION - 1/11/73

LICENSES

NIVERSAL RECORD MANU. CO. LTD. --- MTH 9 --- July 10, 1961
T. LAWRENCE RECORD CO. --- 2304 MASTER 740 --- SHEP & THE LIMELIGHTS --- Sept. 23, 1965
YNAMIC SOUND RECORDS --- RECORD TITLE: A LETTER FROM SUSAN --- Sept. 18, 1962
SS SOUND LTD. --- A 558 --- July 2, 1963
RIGINAL SOUND RECORD CO. --- Mar. 23, 1963
UALITY RECORDS, CANADA LTD. --- CAMEO C/SE 1074 --- DEE DEE SHARP --- Oct. 31, 1963
AMEO PARKWAY RECORDS, INC. --- CAMEO 1074-LP --- DEE DEE SHARP --- Oct. 23, 1963
R. MAESTRO, INC. --- ALBUM: 20 ORIGINAL GOLDEN OLDIES - VOL. 4 --- Nov. 7, 1963
OT RECORDS, INC. --- DLP 3522/25522 --- DARTELLS --- Sept. 20, 1963
UALITY RECORDS, CANADA LTD. --- DOT DLP 3522/25522 --- DARTELLS --p May 29, 1963
ERCURY RECORD CORP. --- JOEY PAIGE --- 1-35528 PHILIPS LABEL --- AUG. 26, 1966

Exhibit 202A.

"DADDY'S HOME"

APRIL 25, 1967---CHUCK JACKSON & MAXINE BROWN---QUALITY RECORDS LTD.--
WAND WND 1155x
APRIL 26, 1967---CHUCK JACKSON & MAXINE BROWN--SCEPTER RECORDS--
WAND 1155
APRIL 26, 1967--CHUCK JACKSON & MAXINE BROWN--SCEPTER RECORDS--
WAND 678
ROULETTE RECORDS, INC. --- SHEP & THE LIMELITES --- R-25350 --- SEPT. 20, 1967
BRUNSWICK RECORD CORP. --- GENE CHANDLER --- 118,429 --- OCT. 6, 1967
ROULETTE RECORD, INC.---SHEP AND THE LIMELITERS---SS 61---OCT. 8, 1968

AMPEX, LTD.--CHUCK JACKSON & MAXINE BROWN--00678--March 5, 1969
RCA VICTOR--PAUL ANKA--LSP 4142--March 4, 1969
CUTLASS RECORDS--[illegible]--106--July 7, 1969

North American Leisure Corp.----SQ 1046-----Various-----2/6/70
[illegible]-----43[illegible]15-----Shep & the Limelites------6/2/70

Radiant Corporation---tape 1015 1015C3 1015C6---Shep & the Limelites--6/30/70
Chess Producing Co.----#Increase LP 2006---Shep & the Limelites----7/27/70
Scepter Records Inc.------PS 7044 Orbit----Gene Chandler------8/26/70

ROULETTE----ALBUM RE-115----SHEP & THE LIMELITES----4/11/72
Special Copyright License Contract---4/19/72----Nomadam Music Corp.
ORIGINAL Sound Record Co., Inc.----Oldies But Goodies L.P.'s and
Tapes, Vol. Five-------6/71 (See letter in file)

ROULETTE------045]15-------SHEP& THE LIMELIGHTS------]0/]6/72

CBS RECORDS, A DIVISION
OF COLUMBIA BROADCASTING----P2M 5843---SHEP & THE LIMELIGHTERS 2-26-73
SYSTEM D 1o26

AMPEX CORP.--M 8752 MOTOWN--JERMAINE--1/10/73

daddy'S HOME--aM 1216--JERMAINE JACKSON--1/15/73
~~CONNECTION~~
ROULETTE RECORDS--SPECIAL COPYRIGHT LICENSE CONTRACT--9/19/72

d
Picwick International Inc.--Kings Road--SPC 3910--4/10/73
ABC RECORDS,INC.--D-2486--SHEP AND THE LIMELITES--7/30/73

AMPEX OF CANADA LTD--M 1216--JERMAINE JACKSON--9-25-73
ABC RECORDS, INC.--ABCX-1961--SHEP AND THE LIMELITES--12-4-73
GRT CORP.--022-1961--SHEP & THE LIMELITERS--12-10-73

~~EXTREMEX~~
SPRINGBOARD INTL RECORDS.--TOX-60-2 8TOX-60-2 CA-TOX-60-2--
SHEP AND THE LIMELIGHTS--2-21-74

CADET RECORDS INC. MT8-2102 MTS-2102--THE NEW DIRECTORS-~~xxxx~~ 4-3-74

AMERICAN TAPE CORPORATION--1143--SHEP & THE LIMELIGHTS--4-5-74

RCA RECORDS A DIVISION OR RCA CORP. ~~AM~~ ACLI-0616,ACS1-0616--PAUL ANKA-
8/15/74
RCA--DKA1-9147--LOS MOONLIGHTS--8/27/74

IMPERIAL MUSIC,INC.--TC 216--SHEP & TH LIMELITES-10/9/74

Exhibit 202A.

DADDY'S HOME

POLYDOR LIMITED--PC1077--Shep & The Limelites--10-31-74
BONANZA MUSIC SERVICE,INC.--UL-29547 819-29547--THE PLATTERS--11-1-74
AMPEX OF CANADA LTD.--0000M752--Jeramin Jackson--12-30-74
KAMA-SUTRA RECORDS,INC.--KSBS 2015--Shep & The Limelites--2-10-75
OMEGA SALES INC.--1110--Arnold Robinson--2-7-75
MOTOWN RECORDS (CANADA)LTD.--CM 1216F--Jermaine Jackson--2-21-75
PAR MUSIC INTERNATIONAL--P-12--TOM WALKER--3/21/75
PAR MUSIC INTERNATIONAL -P-7--HEARTWOOD--3/21/75
Par Music International --P-1--Arnold Robinson--4/1/75
CES Recording Inc.--TS-8--Tom Walker--4/15/75
PRIVATE STOCK RECORDS, CR6000--Dickie Goodman--11/20/75
PICKWICK INTERNATIONAL,INC. ACL-0616 C8S 0616--PAUL ANKA--11/24/75

SPRINGBOARD INTL RECORDS LPTOP-60-2 8TTOP-60-2
SHEP AND THE LIMELIGHTS 75% of Statuatory January 6. 1976

Exhibit 203, Mechanical and Performance Income From "Maybe".

NOM Music Inc
PIAVA

	MECHANICALS					PERFORMANCE (a)				
	DOMESTIC		FOREIGN			AMI		FOREIGN	FOREIGN	
	GROSS	NET	GROSS	AMI SUBS	NON-AFFILIATES	DOMESTIC	FOREIGN	SUBS	OTHERS	
6-58	758	379								CHANTALS
12-58	71	36								
6-59	81	40								
6-63	42	21								
12-63	202	101				86				
6-64	321	161								
12-64	184	92				279				
6-65	212	106								
12-65	459	229	70	52		1003				
6-66	36	18								
12-66	20	10				93				
6-67	21	11								
12-67	1233	616				59				
6-68	70	35								
12-68	66	33	7	5		99				
6-69	63	31	25	19						
12-69	124	62	11	8		217	3			
6-70	12969	6485	17	13						JANIS JOPLIN
"			48		24					
12-70	2432	1216	15	11		4680			14	
"			24		12					
6-71	4992	2496	158	119				65	12	THREE DOGNOTS
"			39		20					
12-71	4566	2283	776	582		610	3		21	
"			434		217					
6-72	4613	2307	263	197				87		
"			100		50					
12-72	1062	531	4	3		449	11	36		
"			386		193					
6-73	2003	1002	601	451				110		
"			398		199					
12-73	585	292	33	25		582	14	17	11	
"			224		112					
6-74	522	261	1720	1290				88		
"			333		166					
12-74	3358	1679	915	686		533	25		19	
"			166		83					
6-75	5331	2666	310	8	155			7		
12-75	2231	1115	6225	4669			36			
"			707		348					

Alan Music Inc
Alayae

2/2

	MECHANICALS					PERFORMANCE				
	DOMESTIC		FOREIGN			AMI		FOREIGN	FOREIGN	
	GROSS	NET	GROSS	NET SUBS	NO STATES	DOMESTIC	FOREIGN	SUBS	OTHERS	
[illegible] 6-75			592	444				40		
[illegible] 12-75			940	705						
PAGE 2	-	-	1532	1149				40		
1	48627	24314	14009	8138	1579	8690	92	410	77	
TOTAL	48627	24314	15541	9287	1579	8690	92	450	77	
RETAINED BY: US CORP		24314		3093	1579	8690	92	225	77	38070
100% SUBS				6194				225		6419
										44489

E165
Exhibit 203.

E166

Exhibit 203A, Song Sheet for "Maybe".

ERRONEOUSLY INCLUDED IN THE FIGURE TO FROST MUSIC ASSIGNMENT. FROST IS REASSIGNING TO MGM MUSIC INC. ON 6/26/69.

Assigned from Figure Music, Inc. to Frost on July 18, 1962; and recorded in Washington, D.C. on July 24, 1962 Vol. 1135, Pg. 279.

PATRICIA ____
KAHL ____
PLANETARY ____
NOM X
____

"MAYBE"
TITLE OF SONG

EU 188945 6/17/70
UNPUBLISHED COPYRIGHT
EP 275118 7/13/70
EP 267055 - 12/31/69
EP 117491 - March 5, 1958.
PUBLISHED COPYRIGHT

RICHARD BARRETT
COMPOSER

ASSIGN. CANADIAN COPYRIGHT
Standard 11/26/57
Reassigned - 7/18/62
SPA OR OTHER CONTRACTS

Sane
LYRICIST

9/22/60
Vol. 70, Page 167, 5/13/65
"U" FORM (NOTICE OF USE)

BMI - Cleared- 12/20/57
ASCAP OR BMI CLEARANCE

Sent - July 23, 1962.
HARRY FOX

Sent to England

FOREIGN ASSIGNMENTS: GVT - CERT. OF PUBL. - 12/31/69
CERTIFICATE OF PUBLICATION 6/18/70 (3 DEGREES)
Certificate of Publication GVT- In Canada - Feb. 14, 1958 (Expl. CANADA)
[illegible] 1/1/65 to 12/31/69
THIS COMPOSITION IS UNDER CONTROL OF ALL OUR SUB-PUBLISHERS PER MEMO - 3/17/70.
Gordon V. Thompson Ltd. Certificate of Publication [illegible] 7/13/70 (Pub.)

LICENSES

END MUSIC - - - CHANTELS - - - Feb. 7, 1958
QUALITY RECORDS - - - THE CHANTELS - - - Quality V 1631 - - - Dec. 4, 1958
QUALITY RECORDS - - - THE CHANTELS - - - Quality V 1629 - - - Nov. 21, 1958
QUALITY RECORDS - - - THE CHANTELS - - - CHESS LP/LPS 1470 - - - Oct. 19, 1962
CHESS RECORDS - - - MURRAY KAUFMAN - - - LP "SUBMARINE RACEWATCHERS --- 8/22/
SMASH - - - RICK & THE KEENS --- S-1722
MERCURY - - - RICK & THE KEENS --- Master #22032 --- 4/11/62
MERCURY RECORD CORPORATION --- MG 20809, SR 60809 MASTER # 27928 MERCURY LABEL-
VARIOUS ARTISTS (THE CHANTELS) ---MAY 29, 1963
ROULETTE RECORDS, INC. ---R-25218 ---THE CHANTELS ---JUNE 3, 1963
STUYVESANT PRODUCTIONS --- RED BIRD 12-019 --- THE SHANGRI-LAS --- 12/2/64
QUALITY RECORDS --- Red Bird B-3309X --- THE SHANGRI-LAS --- 12/24/64
QUALITY RECORDS --- Barry B.BRS 335 -9- THE SHANGRI-LAS --- 3/16/65
ROULETTE RECORDS, INC. --- THE CHANTELS --- R 25337 --- AUG. 3, 1966
MGM RECORDS, VERVE RECORD DIVISION --- VK 10402 --- JAN. 20, 1967

E167
Exhibit 203A.

"MAYBE" licences page 2

JULY 5, 1967---THE CASINOS---QUALITY RECORDS LTD. ---BSR. 354 and/or Stereo-tapes
JULY 5, 1967---THE CASINOS---FRATERNITY RECORDS--FLP-1019
APRIL 26, 1967---CHUCK JACKSON & MAXINE BROWN---WAND 678
August 29, 1968---THE DOV CO.---[illegible], INC., [illegible] RECORD DIVISION--- [illegible]705

FANIA RECORDS,--RALPH ROBLES--(S)LP 372--April 8, 1969
FANIA RECORDS---RALPH ROBLES--491---April 16, 1969
AMPEX, LTD.--CHUCK JACKSON & MAXINE BROWN--00678--MARCH 5, 1969

Ethnic Tapes-------8xt SLP# 372-------Ralph Robles------8/4/69
Roulette Records-----single R-7064-----The Chantels-----11/21/69
CBS Records----------CS 9913----------Janis Joplin--------8 9/8/69

CBS Records-----CS 9913--------Janis Joplin-------1/29/70
CBS Records------45 45128--------Janis Joplin--------3/16/70
CBS Records------s 1016-------Janis Janis Joplin------4/16/70
Avco-Embassy Records Corp.-----AVL 33008-----Reparata & The Delrons----3/20/70
GRT Corporation------45-42027--------The Chantels-------3/19/70 (duplicate 5/26/70)

Roulette Records------single 7079-------The Three Degrees------5/6/70

GRT Corporation

RCA Victor Company Ltd.-----AV 33[illegible]------Reparata & the Delrons-----6/17/70

Ampex Corp.----TApe 4A 3308 AVE----Reparata & the Delrons-----6/29/70 (superceding license dated 3/18/70)

CUSTOM RECORDING CO. INC. -------- LETTER OF 7/20/70 and 8/6/70 8/27/70

Roulette Records, Inc.--SR-42050--The Three Degrees---Sept. 18, 1970
GRT Corp.---045-42050--The Three Degrees---Sept. 9, 1970

GRT of Canada ltd.----SR-42050, R-7079-----The Three Degrees---Oct. 21, 1970
Ampex Corp.---Dick Domane--83013 Tape#5Y-83013---4/12/71
SSS International---SSS-24 SST 24 SSC 24---Various--4/14/71
" " " " --- THE THREE DEGREES --- 7/12/71

Roulette Records, Inc.---Roulette albumRE-112---TheChanteis---9/2/71
GRT OF CANADA, LTD.---Roulette Album #112---VARIOUS ARTISTS---9/27/71
GRT OF CANADA, LTD.----045-112-----THE CHANTELS------10-6-71
LOST NITE RECORDS,INC.-----LP-144----CHANTELS-----3/24/72

SPRINGBOARD INTERNATIONAL RECORDS, INC.--SP-2019--SHANGRI-LAS---5/2/72
Special Copyright License Contract---Nomadam Music, Corp.---2/4/72
Special Copyright License Contract---Roulette Records, Inc.---5/8/72
CBS RECORDS, -----DS 613 (P4S 5420)-----JANIS JOPLIN-----4/20/70
AV 11007-----THE THREE DEGREES---------11-3-72

ABC RECORDS INC.--D-2500--THE CHANTELS--8/13/73

RCA RECORDS A DIVISION OF RCA CORPORATION--74-0882--DAVE EDMUNDS--

8/24/73

CBS RECORDS, A DIVISION OF COLUMBIA BROADCASTING SYSTEM--
D-956--THE CHANTELS--3/23/73

AVACO RECORDS. CPR°?--AV 11007-598--Various Artists--9-14-72
GRT CORP.--END 046 301--THE CHANTELS--10-5-72

Exhibit 203A.

MAYBE PAGE 3

ABC RECORDS, INC. ABCX--1958--THE CHANTELS-'ROCK N' SOUL-1958'--11-30-73
CBS RECORDS, A DIVISION OF COLUMBIA BROADCASTING SYSTEM--DS 1014--JANIS JOPLIN--12-14-73

GRT CORP.--022-1958 ABC--THE CHANTELS--1-15-74
SPRINGBOARD INTL RECORDS--TLX-5[illegible] 8T-TLX-5008--SONNY STITT--2-21-74=
SPRINGBOARD INTL RECORDS--TOX-5[illegible] 8TOX-50-1 CA-TOX-50-1--THE CHANTELS--2-21-74
SPRINGBOARD INTL RECRODS--SP-2019 8T-SP-2019- budget line--THE SHANGRI-LAS-2-21-74
CBS SP 6042--(P3 6042)--JANIA JOPLIN--3-14-74
RCA RECORDS --- CPL1-0605, CPS1-0605, CPK1-0605 - BILL & TAFFY ---7/12/74
RCA RECORDS ---PB-10009 --- BILL AND TAFFY ---- 7/2[illegible]/74
ROULETTE RECORDS,INC.--Sr-3015--The Three Degrees--1-31-75
MCA RECORDS INC. AND MCA RECORDS (CANADA) MCA2-8007 MCAT2-8007 -MCAC2-8007 The Cantels--2-14-75
GRT CORP.--045-3015--The Three Degrees--2-4-75
EMUS RECORD CORP.--ES-12034--The Chantels--8/26/75
CBS RECORDS - PG 33345 (C 33346) - Janis Joplin - 2¢ - September 12, 1975
RCA RECORDS LPL 1-5003 LPS1-5003 Nov. 20, 1975 2¢ Dave Edmunds
SPRINGBOARD INTL. RECORDS LPTOP-50-1 8TTOP-50-1
CHANTELS 75% of Statutory .015 January 5, 1976

NOM MUSIC INC
My Boy Lollipop

	MECHANICALS					PERFORMANCE			
	DOMESTIC		FOREIGN			BMI		FOREIGN	
PERIOD	GROSS	NET	GROSS	NET (SUBS)	NET OTHERS	DOMESTIC	FOREIGN	SUBS	OTHERS
6-75	169	84	133	92				1379	
			2				24		
12-75	23	12	16896	12635					
			358		179				
								297	
Balance 6-75			348	261					
& prior 12-75			23884	17913					
PAGE 2	192	96	41561	30901	180	-	24	1676	
1	17174	8587	51032	28850	6282	23865	326	8367	130
TOTAL	17366	8683	92593	59751	6462	23865	350	10043	130
RETAINED BY: US COMP		8683		19917	6462	23865	350	5022	130
100% SUBS				39834				5021	

BEST COPY AVAILABLE

Exhibit 204, Mechanical and Performance Income for "My Boy Lollipop".

MECHANICALS

Period	Domestic Gross	Domestic Net	Foreign Gross	Foreign Net (Less)	Net - Others
6-67	56	28			
6-67	75	37			
6-67	7167	3583	388	291	
6-67	447	223	5964		2982
12-67	3003	1501	10322	7741	
			696		348
6-68	2161	1080	1957	1468	
			2609		1305
12-68	561	280	3002	2251	
			2244		1122
6-67	304	152			
12-67	483	242	2700	2025	
6-68	162	81	151		76
12-68	1469	732	8222	6167	
			162		81
6-69	55	28	4612	3459	
			135		68
12-69	40	20	658	493	
			23		12
6-70	77	39	171	128	
			24		12
12-70	172	86	275	206	
			5		2
6-71	228	114	184	78	
12-71	4	2	90	67	
			2		1
6-72	82	41	625	469	
			89		44
12-72	55	29	253	190	
			18		9
6-73	190	95	739	548	
			118		59
12-73	125	63	279	209	
			7		3
6-74	183	91	612	459	
			178		89
12-74	80	40	3468	2601	
			139		69

PERFORMANCE (m.o.)

BMI Domestic	BMI Foreign	Foreign Subs	Foreign Others
15666			
1712			
893		2430	54
		492	55
613		444	6
		799	1
	208	733	1
696			
		253	1
794	60	403	4
		205	1
	28	210	5
638			
		204	
633	5	207	
		153	
700	21	36	2
		721	
909	4	29	
		1016	
662		37	

Mealway Reivers
Allie Small

E170
Exhibit 204.

E171

Exhibit 204A, Song Sheet for "My Boy Lollipop".

Robert Spencer sold his share of composition to Morris Levy on 11/15/63. Writer change was listed in Volume 1183, Page 492, 4/20/64.

PATRICIA
NOM
PLANETARY

"MY BOY (GIRL) LOLLIPOP"
TITLE OF SONG French title: "C'EST TOI MY IDOLE)"

EU 459841 - 12/3/56
UNPUBLISHED COPYRIGHT

MORRIS LEVY
JOHN ROBERTS
COMPOSER

EP 191046 - 6/16/64
PUBLISHED COPYRIGHT

MADE
ASSIGN. CANADIAN COPYRIGHT

SAME
LYRICIST

Standard - 9/26/56
SPA OR OTHER CONTRACTS

Vol. 30, Page 633, 2/25/57
"U" FORM (NOTICE OF USE)

BMI - CLEARED
ASCAP OR BMI CLEARANCE

SENT
HARRY FOX

FOREIGN ASSIGNMENTS:
CERTIFICATE OF PUBLICATION - GORDON V. THOMPSON LTD. - 6/12/64
EDITIONS CODA --- SUISSE --- 6/16/64 to 6/30/67
CANCIONES DEL MUNDO --- SPAIN --- 6/29/64 to 6/30/69
IMUDICO A/S --- DENMARK & ICELAND --- XXXX 5/11/64 to 5/10/69 OVER

LICENSES

DARL RECORDS --- D-3003 --- BARBIE GAYE --- November 13, 1956
CHARLTON PUBLISHING CORP. --- May 12, 1964
MERCURY RECORDS --- 1-31831 ---FONTANA Label --- MILLIE SMALL --- March 30, 1964
QUALITY RECORDS --- SMASH S 1893X --- MILLIE SMALL --- May 21, 1964
QUALITY RECORDS --- SMASH MGS 27055 --- MILLIE SMALL --- August 17, 1964
MERCURY RECORDS --- PHM 200-147, PHS 600-147 --- TERESA BREWER --- Sept. 2, 1964
TWIN HITS, INC. --- 5072A --- LISA JOYCE --- September 10, 1964
RECORD SERVICE CO. --- H 128 --- CONNIE DEE --- September 14, 1964
RCA VICTOR --- LPM/LSP -2942 --- MANY GOLD & HIS ORCH. --- Sept. 15, 1964
ARC SOUND LTD. --- A-839 --- CURRENT BIG HITS OF LEADING FEMALE VOCALISTS --- 10/12/64
QUALITY RECORDS --- PHILLIPS PHM200-147/PHS 600-147 --- TERESA BREWER --- 10/13/64
COMPO CO. LTD. --- Apex-Francais LP ALP 1569 --- DONALD LAUTREC --- 11/11/64 (French)
SYNTHETIC PLASTICS --- November 30, 1964
COMPO CO. --- Decca LP DL 4594, DL 7 4594 --- LLOYD THAXTON --- 12/2/64
QUALITY RECORDS --- SMASH SMGT 446X --- MILLIE SMALL --- January 7, 1965
MERCURY RECORDS --- PHM 200-147/PHS 600-147 --- TERESA BREWER --- 2/2/65
LONDON RECORDS OF CANADA --- MF 261 432 --- LES GAMS W JACQUES DENJEAN ORCH. -- 3/24/65

E172

Exhibit 204A.

"MY BOY LOLLIPOP" Licenses - Page 2

DECCA RECORDS --- DL 4594 --- LLOYD THAXTON --- April 27, 1965
LONDON RECORDS OF CANADA --- PHILLIPS B 77.230 L --- LES GAMS w/ JACQUES DENJEAN -~~1965~~
LONDON OF CANADA --- MB --- 120 --- DONNA HIGHTOWER --- June 30, 1965
MERCURY RECORDS --- Master #1-34621 --- JOHNNY ARTHEY ORCH. --- Aug. 27, 1965
LONDON RECORDS, CANADA LTD. --- PHM200-147 --- TERESA BREWER --- DEC. 28, 1965
LONDON RECORDS, CANADA LTD. --- 840 496 --- BELA SANDERS & ORCH. --- MAR. 21, 1966
LONDON RECORDS, CANADA LTD. --- MGS 27055 --- MILLIE SMALL --- JAN. 17, 1966
THE COMPO CO. LTD. --- LERO L-710 --- DIBALD LAUTREC --- OCT. 15, 1965
LONDON RECORDS, CANADA LTD. --- VARIOUS ARTISTS --- 14749 --- JAN 25, 1967
LONDON RECORDS, CANADA LTD. --- MILLIE SMALL --- MGF 27570 SRF 67570 --- SEPT. 19,1967
LONDON RECORDS, CANADA LTD.--- LORENZO---DS 2004 ---April 25, 1968
LONDON RECORDS, CANADA LTD. ---DONNA HIGHTOWER---FC 657---April 25, 1968
~~LONDON RECORDS, CANADA LTD.---~~

POLYDOR RECORDS CANADA, LTD.-----938.335 Musicassette----JAMES LAST BAND---11/11/69
RCA Records---SP-45-144--Marty Gold and his orch.---January 6, 1971
POLYDOR RECORDS CANADA LTD.---2414 029 3149 008---JAMES LAST--5/4/71
AVCO EMBASSY RECORDS CORP.---AVE 4511---PLUM RUN------12/11/69
Candy Records, see Harry Fox Letter Dated 4/18/73

RCA RECORDS A DIVISION OF RCA CORP.--CFS-136(E)--LOS MOONLIGHTS--9-11-73
POLYDOR LIMITED--CS-6019--MILLIE SMALL--10-17-73
POLYDOR LTD.--2371 544 3811 261--Kai Warner Orchestra--5/21/75
London Records of Canada--SCL 002077 SCLE 082077--Klaus Wunderlich-8/29/73

~~TROGE EMBLING~~ --- NORWAY, SWEDEN & FINLAND --- 5/4/64 to 5/3/69

E173

Exhibit 205, "Big Seven Music and Affiliates"
Summary and Projection of Earnings.

BIG SEVEN MUSIC CORP & AFFILITIES
SUMMARY & PROJECTION OF EARNINGS

ONE COMO VA	179000 +
DADDY'S HOME	57000
MAYBE	41000
MY BOY LOLLIPOP	109000
TOTAL	386000
AVERAGE	96500

PROJECTION

LOW	96500
HIGH	179000

Exhibit 225 - N.Y. Times Magazine Ad, March 28, 1976: Paul McCartney "Wings".

THE NEW YORK TIMES SUNDAY MARCH 28, 1976

Monday through Saturday!

Korvettes

The recording event of the season!

Paul McCartney and Wings

Their newest release on Capitol

"WINGS AT THE SPEED OF SOUND"

series 698 **$3.69** LP

Plus all their current best sellers on Capitol & Apple!

series 698 **$3.69** each LP

☐ where available on cassette & 8-Track Tape series 798 **$5.98** each Tape

- ☐ VENUS AND MARS
- ☐ BAND ON THE RUN
- ☐ RED ROSE SPEEDWAY
- ☐ WINGS: WILD LIFE
- ☐ RAM
- ☐ McCARTNEY

The Beatles

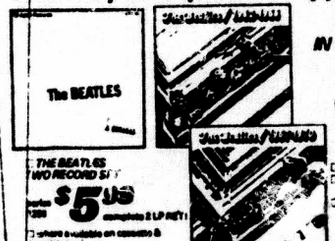
plus all these super sellers too!

series 894 **$3.69** each LP

☐ where available on cassette & 8-Track Tape series 798 **$5.98** each Tape

- ☐ HEY JUDE
- ☐ ABBEY ROAD
- ☐ MAGICAL MYSTERY TOUR
- ☐ SGT. PEPPER'S LONELY HEARTS CLUB BAND
- ☐ YELLOW SUBMARINE
- ☐ REVOLVER
- ☐ YESTERDAY...AND TODAY
- ☐ RUBBER SOUL
- ☐ THE BEATLES STORY
- ☐ THE BEATLES 2ND ALBUM
- ☐ HELP!
- ☐ BEATLES VI
- ☐ THE EARLY BEATLES
- ☐ BEATLES 65
- ☐ SOMETHING NEW
- ☐ MEET THE BEATLES

All their best selling releases in our huge inventory on Capitol and Apple specially priced!



THE BEATLES TWO RECORD SET series 1238 **$5.98** complete 2 LP SET

☐ where available on cassette & 8-track tape series 1238 **$7.98** each Tape

THEIR GREATEST HITS IN TWO 2 L.P RECORD SETS!

series 1035 **$4.99** each 2 LP SET

- ☐ THE BEATLES 1962-1966
- ☐ THE BEATLES 1967-1970

☐ where available on cassette & 8-track tape series 1035 **$7.98** each Tape

CHARGE IT:

SUBURBAN STORES OPEN LATE EVERY WEEKNIGHT INCLUDING SATURDAY

5TH AVENUE • HERALD SQ. • 65TH ST. • FULTON ST. • BAY PARKWAY • STATEN ISLAND BRONX • LAWRENCE • FLUSHING • VALLEY STREAM • WEST HEMPSTEAD • COMMACK HICKSVILLE • DOUGLASTON • WEST ISLIP • WANTAGH • MASS. NIQUA • HUNTINGTON SMITHTOWN-LAKE GROVE • FRANKLIN • POST CHESTER • GLADSTONE • MAHWAH • PARAMUS W. ORANGE • WATCHUNG • WOODBRIDGE • WAYNE • N. BRUNSWICK • TRUMBULL • COLONIE

E175

Exhibit 226, N.Y. Times Ad,
October 6, 1974:
"Walls & Bridges".

Korvettes R

MONDAY THROUGH SATURD

Every LP,
Reduced o

• ATLANTIC • CAPITOL
BUDDAH • ATCO • CTI
• HI • PARROT • MAM
SONG • HARVEST • VI
Popular; Classical; Jazz;
Symphonies; Organ; Lei

STE

series 698

$3.54
ea LP

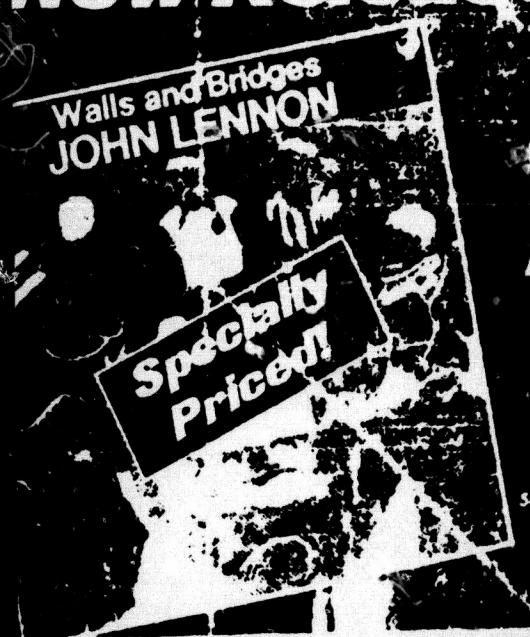
for albums co
1 LP, multiply

Korvettes Salutes
THE BEATLES

TEN YEARS of HISTORY! A Complete Selection of All
Albums on

Capitol and Apple!

New Releases Featuring



JOHN LENNON
WALLS AND BRIDGES

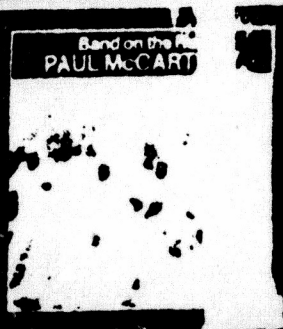
series 698

$3.88
each LP

Big B

A.

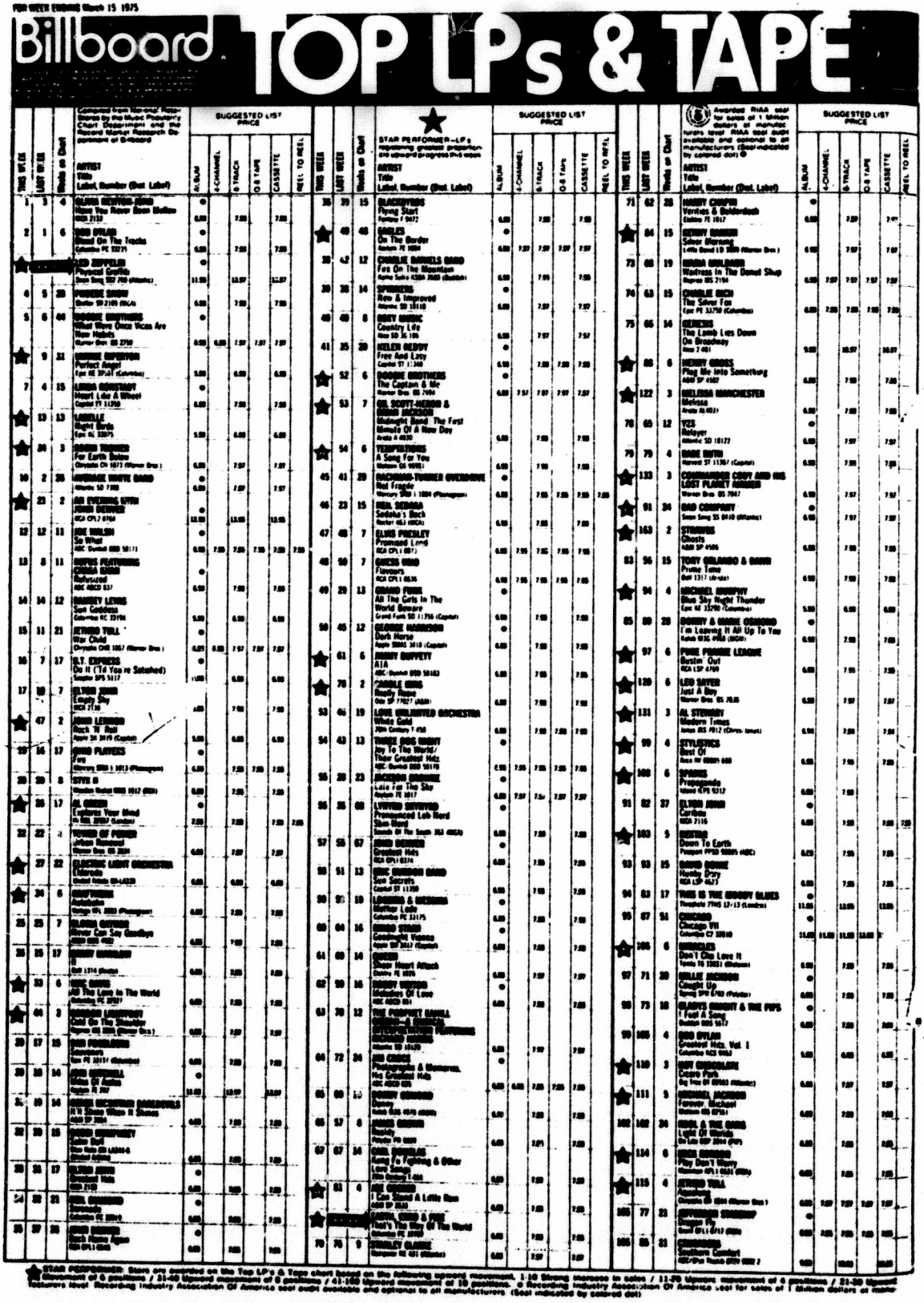
A. OLIVIA-NEWTO
Let Me Know
B. LEONARD SKYN
C. GOLDEN EARRI
(Where available on ca
tape)



series 698

$3.88
each LP

Exhibit 231, Billboard Chart,
March 15, 1975.



FOR WEEK ENDING March 15 1975

Billboard TOP LPs & TAPE

Compiled from National Retail Stores by the Music Popularity Chart Department and the Record Market Research Department of Billboard

THIS WEEK | LAST WEEK | Weeks on Chart | ARTIST / Title / Label, Number (Dist. Label) | SUGGESTED LIST PRICE: ALBUM, 4-CHANNEL, 8-TRACK, CD-8 TAPE, CASSETTE, REEL TO REEL

★ STAR PERFORMER—LP's representing greatest proportionate upward progress this week

Awarded RIAA seal for sales of 1 Million dollars at manufacturer's level. RIAA seal audio available and optional to all manufacturers (Seal indicated by colored dot) ●

1 1 4 ELVIS PRESLEY (RCA)
Have You Never Been Mellow
RCA APL1-0388

2 1 6 BOB DYLAN (Columbia)
Blood On The Tracks
Columbia PC 33235

★ 3 — LED ZEPPELIN (Swan Song)
Physical Graffiti
Swan Song SSD 200 (Atlantic)

4 3 20 PINK FLOYD (Harvest)
Dark Side Of The Moon
Harvest SW 11163

5 6 66 DOOBIE BROTHERS (Warner Bros.)
What Were Once Vices Are Now Habits
Warner Bros. BS 2910

★ 9 31 JEFFERSON STARSHIP (Grunt)
Red Octopus
Grunt BFL1-0375

7 4 15 LINDA RONSTADT (Capitol)
Heart Like A Wheel
Capitol ST 11358

★ 13 13 LABELLE (Epic)
Nightbirds
Epic KE 33075

★ 24 3 JOHN DENVER (RCA)
An Evening With John Denver
RCA CPL2 0768

12 12 11 JOE WALSH (ABC)
So What
ABC Dunhill DSD 50171

13 8 11 DEEP PURPLE (Warner Bros.)
Come Taste The Band
Reformed
ABC ABCD 837

14 14 12 BARRY LEVIS (Columbia)
Soft Goddess
Columbia PC 33196

15 11 21 JETHRO TULL (Chrysalis)
War Child
Chrysalis CHR 1057 (Warner Bros.)

16 7 17 ELT EXPRESS (Capricorn)
Do It (Til You're Satisfied)
Capricorn SPS 5117

17 10 7 ELTON JOHN (MCA)
Empty Sky
MCA 2130

★ 47 2 JOHN LENNON (Apple)
Rock 'N' Roll
Apple SW 3419 (Capitol)

19 16 17 JOHN PLAYERS (Epic)
Trip
Harmony SHSP 1 3013 (Pickwick)

20 20 8 STYX II (Wooden Nickel)
Wooden Nickel NSD 1012 (RCA)

★ 26 17 AL GREEN (Hi)
Explores Your Mind
Hi XSL 32067 (London)

22 22 3 POWER OF POWER (Warner Bros.)
Urban Renewal
Warner Bros. BS 2884

★ 27 22 ELECTRIC LIGHT ORCHESTRA (Warner Bros.)
Eldorado
United Artists UA-LA639

★ 34 6 SOUTHSIDE (Polydor)
Southside
Polydor SPH 1003 (Phonogram)

25 25 7 GLORIA GAYNOR (MGM)
Never Can Say Goodbye
MGM SE 4922

26 15 17 JOHNNY WINTER (Blue Sky)
II
Blue Sky 1216 (Epic)

★ 33 6 ISAAC HAYES (Enterprise)
All The Love In The World
Columbia PC 33121

★ 46 3 EDDIE KENDRICKS (Tamla)
Get On The Shuttle
Tamla TS 6004 (Motown)

28 17 15 DAN FOGELBERG (Epic)
Souvenirs
Epic PE 33117 (Columbia)

29 18 14 JOHN MAYALL (ABC)
Moving On Again
ABC ABCD 832

30 19 14 JOHNNY RICHARD BARRETT'S I'll Share When It Shines (ABC)
ABC SP 3068

32 28 15 JOSEPH CHAMPLEY (Capitol)
Lotus Land
Capitol SW 11360

33 31 17 ELTON JOHN (MCA)
Greatest Hits
MCA 2100

34 32 21 NEIL DIAMOND (Columbia)
Serenade
Columbia PC 33010

35 37 35 JOHN DENVER (RCA)
Back Home Again
RCA APL1-0388

THIS WEEK | LAST WEEK | Weeks on Chart | ARTIST / Title / Label, Number (Dist. Label) | SUGGESTED LIST PRICE: ALBUM, 4-CHANNEL, 8-TRACK, CD-8 TAPE, CASSETTE, REEL TO REEL

36 39 15 BLACKFOOT (Atco)
Flying Start
Atco SD 7047

★ 48 48 EAGLES (Asylum)
On The Border
Asylum 7E 1004

37 42 12 CHARLIE DANIELS BAND (Epic)
Fire On The Mountain
Epic KE 33084 (Columbia)

38 38 14 SPINNERS (Atlantic)
New & Improved
Atlantic SD 18110

39 40 8 SONY MUSIC (Atco)
Country Life
Atco SD 36 109

40 40 8 HELEN REDDY (Capitol)
Free And Easy
Capitol ST 11340

★ 52 6 DOOBIE BROTHERS (Warner Bros.)
The Captain & Me
Warner Bros. BS 2804

★ 53 7 GIL SCOTT-HERON & BRIAN JACKSON (Arista)
Midnight Band: The First Minute Of A New Day
Arista A 4030

★ 54 6 TEMPTATIONS (Motown)
A Song For You
Motown M6 809S1

45 41 29 MACHINE-TURNER OVERDRIVE (Mercury)
Red Fragile
Mercury SRM 1 1004 (Phonogram)

46 23 15 NEIL SEDAKA (Rocket)
Sedaka's Back
Rocket MSK 480(2)

47 48 7 ELVIS PRESLEY (RCA)
Promised Land
RCA CPL1 0371

48 50 7 CHICO (RCA)
Flowers
RCA CPL1 0534

49 29 13 GRAND FUNK (Grand Funk)
All The Girls In The World Beware
Grand Funk SD 11256 (Capitol)

50 45 12 GEORGE HARRISON (Apple)
Dark Horse
Apple SMAS 3418 (Capitol)

★ 61 6 JIMMY BUFFETT (ABC)
A1A
ABC Dunhill DSD 50183

★ 70 2 CHARLIE RICH (Epic)
Really Rose
Epic SP 33027 (CBS)

53 46 19 LOVE UNLIMITED ORCHESTRA (20th Century)
White Gold
20th Century T 456

54 43 13 THREE DOG NIGHT (ABC)
Joy To The World/ Their Greatest Hits
ABC Dunhill DSD 50170

55 39 23 JACKSON BROWNE (Asylum)
Late For The Sky
Asylum 7E 1017

56 35 68 LYNYRD SKYNYRD (MCA)
Pronounced Leh-Nerd Skin-Nerd
Sounds Of The South 3SD (MCA)

57 55 67 BAND (Capitol)
Greatest Hits
MCA DPL1 0374

58 51 13 ERIC GRADUS BAND (Capitol)
Sun Secrets
Capitol ST 11350

59 53 19 LOGGINS & MESSINA (Columbia)
Mother Lode
Columbia PC 33175

60 64 16 BRAND (Capitol)
Goodnight Vienna
Apple SP 3417 (Capitol)

61 60 14 QUEEN (Elektra)
Sheer Heart Attack
Elektra EK 74098

62 59 16 BARRY WHITE (20th Century)
Stadiums Of Love
ABC ABCD 834

63 30 12 THE PERFECT BAND (Atlantic)
Atlantic SD 18120

64 72 24 BOB SEGER (Capitol)
Photographs & Memories, His Greatest Hits
ABC ABCD 825

65 69 10 BARRY GIBBARD (Barry)
Barry
Ariola Eps 4970 (EMI)

66 57 6 JAMES GANG (Atco)
Bang
Atlantic SD 7039

67 67 14 CARL DOUGLAS (20th Century)
Kung Fu Fighting & Other Love Songs
20th Century T 456

★ 81 4 JOE COCKER (A&M)
I Can Stand A Little Rain
A&M SP 3640

★ — — GENTLE GIANT & FIVE (Columbia)
That's The Way Of The World
Columbia PC 33150

70 76 9 STANLEY CLARKE (Nemperor)
Nemperor NE 431 (Atlantic)

71 62 28 MARTY ROBBINS (Columbia)
Portales & Bakersfield
Columbia PC 1017

★ 84 15 JERRY BARKER (Little Darlin')
Silver Morning
Little Darlin' LD 3020 (Warner Bros.)

73 68 19 BARRA BARLOWE (Capricorn)
Waitress In The Donut Shop
Capricorn CP5 2194

74 63 15 CHARLIE RICH (Epic)
The Silver Fox
Epic PE 33750 (Columbia)

75 65 14 SERGIO (Atco)
The Lamb Lies Down On Broadway
Atco 7 401

★ 88 6 HENRY GROSS (A&M)
Plug Me Into Something
A&M SP 4507

★ 122 3 MELISSA MANCHESTER (Melissa)
Melissa
Arista AL 4031

78 65 12 TZ3 (Atlantic)
Relayer
Atlantic SD 18122

79 79 4 BABE RUTH (Harvest)
Harvest ST 11367 (Capitol)

★ 133 3 COMMANDER CODY AND HIS LOST PLANET AIRMEN (Warner Bros.)
Warner Bros. BS 2867

★ 91 34 BAD COMPANY (Swan Song)
Swan Song SS 8410 (Atlantic)

★ 163 2 STRAWBS (A&M)
Ghosts
A&M SP 4506

83 56 15 TONY ORLANDO & DAWN (Ariola)
Prime Time
Bell 1317 (Ariola)

★ 94 4 MICHAEL MURPHEY (Epic)
Blue Sky Night Thunder
Epic KE 33290 (Columbia)

85 80 20 BOBBY & MARIE OSMOND (Kolob)
I'm Leaving It All Up To You
Kolob KSK 4960 (MCA)

★ 97 6 PARIS PERRINE LEGRAND (RCA)
Bustin' Out
RCA LSP 4769

★ 120 6 LED SAYER (MCA)
Just A Boy
Warner Bros. BS 2835

★ 131 3 AL STEWART (Janus)
Modern Times
Janus JXS 7012 (Chrysalis)

★ 90 4 STYLISTICS (Avco)
Best Of
Avco AV 69004 (RCA)

★ 108 6 SPARKS (Island)
Propaganda
Island ILPS 9312

91 82 37 ELTON JOHN (MCA)
Caribou
MCA 2116

★ 103 5 EXILE (Polydor)
Down To Earth
Polydor PPSD 18005 (MDC)

93 93 15 GRAND FUNK (MCA)
Mark, Don & Mel
MCA LSP 4673

94 83 17 THIS IS THE GROOVY BLUES (Threshold)
Threshold THS 12-13 (London)

95 87 51 CHICAGO (Columbia)
Chicago VII
Columbia C2 33010

★ 105 6 SHIRELLES (Scepter)
Don't Chip Love It
Scepter SP 33051 (Wooden)

97 71 20 WILLIE NELSON (Atlantic)
Laughin' Up
Atlantic SD 7043 (Polydor)

98 73 18 GLADYS KNIGHT & THE PIPS (Buddah)
I Feel A Song
Buddah BDS 5612

99 105 4 BOB DYLAN (Columbia)
Greatest Hits, Vol. 1
Columbia KCS 9463

★ 110 3 JEFF CHRISTIE (Epic)
Crown Park
Big Tree BT 89503 (Atlantic)

★ 111 3 MICHAEL JACKSON (Motown)
Forever, Michael
Motown MS 6756

102 102 24 OSIBISA & THE GODS (MCA)
Light Of Worlds
On Lion LEP 3004 (Pye)

★ 134 6 NEIL DIAMOND (Columbia)
Play Me
Columbia CPL1 0321 (CBS)

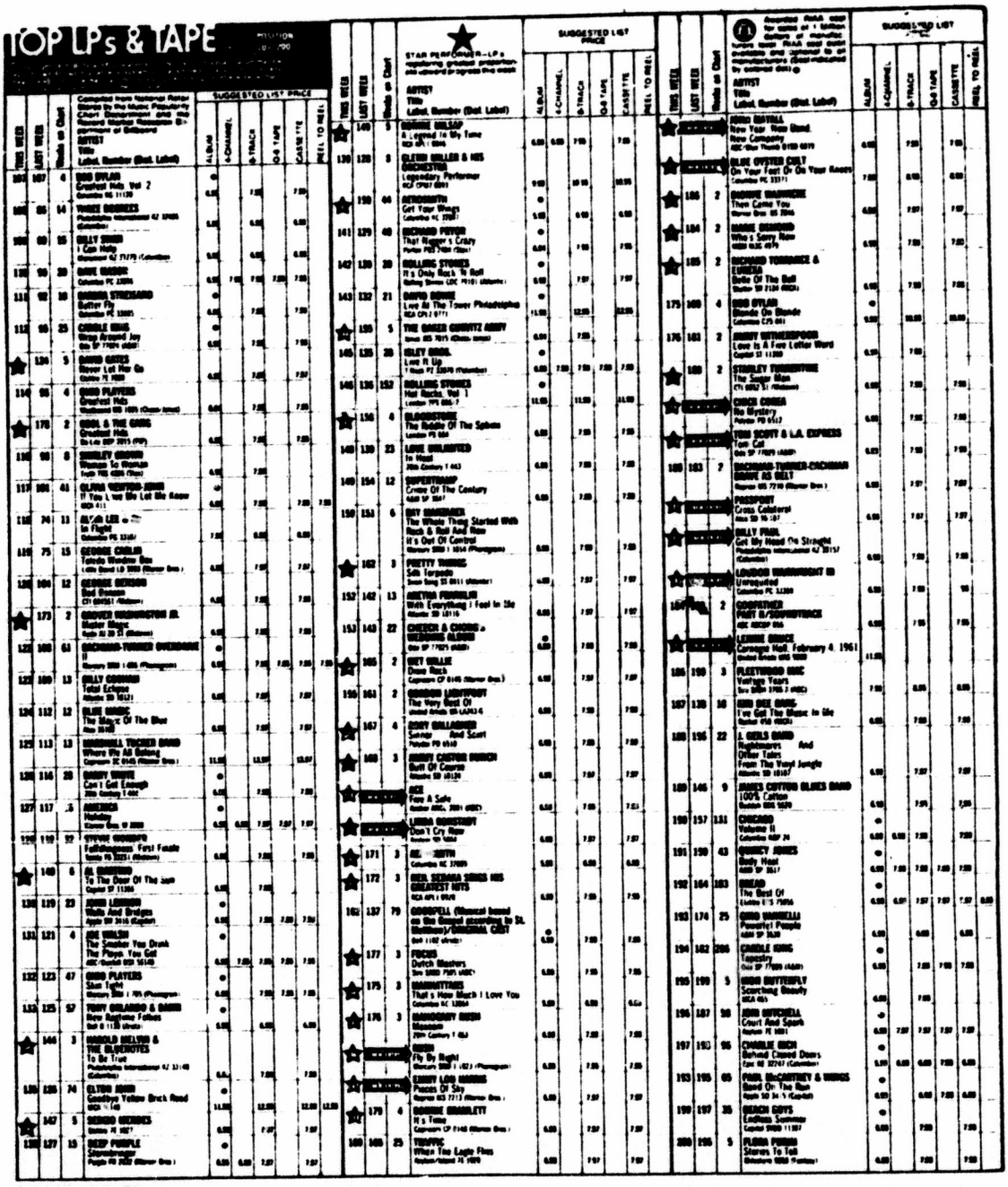
★ 115 4 STEVE TYRELL (Ampersand)
Ampersand
Columbia C 1004 (Warner Bros.)

103 77 21 JEFFERSON STARSHIP (Grunt)
Dragon Fly
Grunt BFL1-0312 (RCA)

105 85 21 CRUSADERS (MCA)
Southern Comfort
MCA/Dot Track DTP 2002 2

★ STAR PERFORMERS: Stars are awarded on the Top LP's & Tape chart based on the following upward movement. 1-10 Shows increase in sales / 11-20 Upward movement of 4 positions / 21-30 Upward movement of 6 positions / 31-40 Upward movement of 8 positions / 41-100 Upward movement of 10 positions. ● Recording Industry Association Of America seal for sales of 1 million dollars at manufacturers level. Recording Industry Association Of America seal audio available and optional to all manufacturers. (Seal indicated by colored dot)

Exhibit 231.



E178

Exhibit 232, "Rock 'n Roll"
Weekly Sales and Returns.

1975 ROCK N' ROLL (A.A.) SK 3419

DATE	DAY	NET*	RETURNS
2/28	14,698	324,871	419
3/31	6,281	374,808	975
4/30	4,181	417,392	4,469
5/30	4,636	431,993	9,474
6/30	(26)	429,139	19,241
7/31	(52)	414,457	37,080
8/29	(1808)	400,791	53,478
9/30	(45)	387,835	68,791
10/31	**	378,116	80,997
11/28	**	368,166	92,297
12/11/75	**	367,502	93,842
2/76		342,000	122,306

* These are net of the returns shown in the next column.

** There are no daily sales figures for these days.

E179

Exhibit 233.
John Lennon
Releases:
First 13
Weeks.

1.

JOHN LENNON RELEASES
1ST 13 WEEK (90 Day) NET UNIT SALES & RETURNS

Week #	Shaved Fish SW1-93421 11-21-75 Release			Rock 'n' Roll SK 3413 2-12-75 Release			Walls & Bridges SW 3416 9-30-74 Release			Mind Games SW 3414 10-21-73 Release			Something in It/ SVBB 3392 6-14-73 Release			Imagine SW 3379 9-24-71 Release			Plastic Ono Band SW 3372 12-11-70 Release		
	Week	Net Sales	Returns	Week	Net Sales	Returns	Week	Net Sales	Returns	Week	Net Sales	Returns	Week	Net Sales	Returns	Week	Net Sales	Returns	Week	Net Sales	Returns
1	[illegible]	180,237	0	2-19	183,141	0	9 30	16,464	0	10 2	[illegible]	10	6 16	5,892	0	9 10	[illegible]	(A)	[illegible]	[illegible]	
2	10 31	105,700	0	2 26	85,117	25	10 7	20,877	0	10 9	[illegible]	24	6 23	29,747	450	9 17	[illegible]		3 19	39,511	
3	11 7	11,781	3,193	3 5	56,613	334	10 14	13,205	1	10 16	[illegible]	15	6 30	20,768	816	9 24	[illegible]		3 26	40,153	
4	11 14	21,291	2,591	3 12	9,522	0	10 21	3,143	40	10 23	[illegible]	21	7 7	4,519	489	10 1	[illegible]		4 1	38,181	
5	11 21	23,276	1	3 19	11,275	431	10 28	25,199	98	10 30	35,996	197	7 14	12,482	563	10 8	[illegible]		4 8	34,154	
6	11 28	39,884	30	3 26	9,916	45	10 28	19,153	3,636	11 6	25,622	638	7 21	9,457	1364	10 15	[illegible]		4 15	34,111	
7	12 5	20,918	167	4 2	14,313	73	11 4	3,972	6078	11 13	[illegible]	381	7 28	10,237	3052	10 22	96,775		4 22	10,944	
8	12 12	14,103	351	4 9	12,883	344	11 11	26,549	134	11 20	[illegible]	383	8 4	11,182	3339	10 29	[illegible]		4 29	8,243	
9	12 19	10,193	92	4 16	15,449	2,270	11 18	21,979	9237	11 27	[illegible]	596	8 11	5531	99	11 5	46,363		5 6	4,314	
10	12 26	2,799	21	4 23	9,955	405	11 25	12,930	2,524	12 4	[illegible]	195	8 18	1,743	719	11 12	47,266		5 13	4,114	
11	1 2	5,824	945	4 30	5,874	489	12 2	5,201	541	12 11	[illegible]	564	8 25	1,617	493	11 19	45,870		5 20	3,824	
12	1 9	2,999	386	5 7	6,506	2,098	12 9	9,659	4,617	12 18	[illegible]	643	9 1	2,626	130	11 26	49,617		5 27	3,514	
13	1 16	2,824	429	5 9	2,890	1306	12 13	1,756	2,431	12 25	[illegible]	1193	9 8	1,741	355	12 3	43,331		6 3	[illegible]	
TOTAL		443,483	5186		430,424	5,299		600,352	19,459		503,211	191		135,142	11,669		1,356,713			761,046	

(A) Returns not listed separately on Daily New Releases Sales Report (C22-52-A) and therefore not available.

3-22-1976

Exhibit 233.

Supplemental Sales Data re "SHAVED FISH"

WEEK ENDING	NET SALES	RETURNS
2/5	- 3879	5,200
2/12	1912	2,351
2/19	- 2357	3,265
2/26	- 1232	2,256
3/5	- 1179	2,354
3/12	- 2792	3,701
3/19	- 5215	5,857
3/26	- 3343	3,369
4/2	- 14909	7,676
4/9	- 2739	2,909
TOTALS	408,128	47,124

-CONFIDENTIAL-

cc: A. Coury, D. Lawton, D. Evans, F. Willms, C. Fitzgerald, S. Yahm, A. Losewith, R. Young, B. Kimmelman, D. Zimmermann, M Lathower

DATE: Feb 28, 1974
TO : MESSRS MENON & MEGGS
FROM: HAL POSNER

SUBJ: F'75 U.S. RECORDS SALES BUDGET - #2

E180

Exhibit 236, Front Page re: Official Budget Projections.

SECOND MEETING HELD THIS P.M. THOSE ATTENDING WERE BROWN MEGGS, LES TRAUB, DON ZIMMERMANN & HAL POSNER.

HIGHLIGHTS FOLLOW - ALL $ IN MILLIONS & UNITS IN THOUSANDS.

A. TOTAL BUDGET

$90.0 . UP 8% OVER F'74 CURRENT FORECAST.

	F'73 ACTUAL		F'74 BUDGET		F'74 FORECAST		F'75 BUDGET	
	$	%	$	%	$	%	$	%
POP NEW REL	42.0	58	49.6	57	38.3 (LOW)	46	51.1	56
CATALOG - GROSS	41.4		42.7		50.9		46.3	
- RETURNS	(22.0)		(21.4)		(21.6)		(22.3)	
- NET	19.4	27	21.3	25	29.3 (HIGH)	36	24.0	26
TOTAL POP	61.4	85	70.9	82	67.6	82	75.1	82
SINGLES	5.9	8	9.2	11	9.4	11	10.0	11
CLASSICS	5.6	7	6.2	7	5.8	7	6.2	7
SUB TOTAL - @ INVOICED PRICE	72.9	100.	86.3	100	82.8	100.	91.3	100
CLOSE OUTS	0.8	1	1.0	1	0.6	1	0.4	0
REISSUES	0.6	1	1.0	1	0.7	1	0.7	1
SALES ALLOW	(0.2)	0	(0.3)	0	(0.1)	0	(0.2)	0
CASH DISCOUNTS	(1.5)	(2)	(1.5)	(2)	(1.4)	(2)	(1.6)	(2)
FUTURE RETURNS	(0.7)	(1)	(1.6)	(2)	0.5	0	(0.6)	0
NET SALES	$71.9	99	$84.9	98	$83.1	100	$90.0	99

E181
Exhibit 236.

B. BREAKDOWN OF PC ARTIST

(30) ARTISTS ARE BUDGETED TO SELL OVER 100 UNITS IN F'75.

VK (UNITS) ARTIST	NEW RELEASE # ALB'S	NEW RELEASE UNITS	NEW RELEASE $	CATALOG UNITS	CATALOG $	TOTAL UNITS	TOTAL $
GRAND FUNK	2						
HELEN REDDY	2						
BEATLES (GROUP)	—						
STEVE MILLER	2						
ANNE MURRAY	2						
PINK FLOYD	—						
MERLE HAGGARD	3						
RINGO STARR	1						
GEORGE HARRISON	1						
THE BAND	2						
PAUL McCARTNEY	1						
JOHN LENNON	1	750	2.7	#4			
S-T	17						
LEO KOTTKE	2						
TAVARES	2						
BRENDA & SHARKEY	2						
NAT KING COLE	—						
BEACH BOYS	—						
FREDDIE HART	3						
ERNIE FORD	2						
KATHY McDONALD	2						
BLUE SWEDE	2						
BABE RUTH	2						
S-T	17						
GLEN CAMPBELL	2						
RAINBOW CANYON	2						
BLOODROCK	2						
RENAISSANCE	2						
FOREST GREEN	2						
LORI LIEBERMAN	2						
LETTERMEN	2						
BUCK OWENS	2						
	50	12450	$42.0				

E182

Exhibit 237, Memo to Menon,
Dated February 7, 1975.

- CONFIDENTIAL - 2/7/75

LENNON

BHASKAR —

LATEST WORD IS THAT IF ALL GOES WELL WE HAVE A SHOT AT GETTING SOME PRODUCT ON THE STREET BY NEXT FRIDAY (2/14)

FOR THOSE ON DISTRIBUTION, THE PROFIT EST I GAVE YOU OVER THE PHONE FOR $5.98 / 6.98 FOLLOWS —

	LOW	MID	HIGH
SALES - UNITS	300	400	500
- $	$904	$1205	$1506
CONTR	$282	380	478
PROFIT	$137	192	247
- %	15%	16%	16%

DLR PRICE = $3.13
SLD " = 2.85

— HAC

CC: A. COURY
C. FITZGERALD
B. MEGGS
D. PENN
F. WILLIS
R. YOUNG
D. ZIMMERMAN

E183

Exhibit 241, Posner's Common Expenses
Deducted From Gross Income.

LENNON ROCK & ROLL ALBUM:
PROJECTED PER UNIT PROFITABILITY THRU 2/76
(BEFORE FIXED COSTS & OVERHEAD) -0x5

	METHOD USED	@ $5.98/6.29	@ [illegible]	PROFIT IMPACT
INVOICE SALES	A	$ 3.06	$ 3.54	.484
CASH DISCOUNTS & ALLOW	B/A % SALES	.05	.06	(.01)
PROV. FUTURE RETURNS	✓ ✓	(.04)	(.05)	.01
NET SALES		3.05	3.53	.48
STD MFG COST	A	.40	.40	0
PACKAGING DEVIATION	A-E	(.02)	.04	(.06)
PRODUCTION VARIANCE	B/EA % SMC	(.04)	(.04)	0
TRANSP.	BF/AF WEIGHT	.08	.08	0
MECHANICAL	A (24.0+3.5)	.27	.27	0
AFM	A	0	0	0
CO-OP ADV	B/A % SALES	.20	.23	(.03)
PROV FUTURE RETURNS	B/A B=% SALES A=% PROV	.01	.01	0
PRESSING FEE	A	.11	.15	(.04)
ROYALTY	A (568-3.3)	.53 (62.5-3.5¢)	.64	(.11)
AFTRA	A	0	0	0
RECORDING	A - FIXED $6.3	—	—	—
ALBUM KAGING	A - ✓ 4.2	—	—	—
DIRECT INDSE	A ✓	—	—	—
PROMO PRODUCT	A - FIXED	—	—	—
✓ ✓ - VAR	BF/AF - PER UNIT	03	.03	0
OBSOLESCENCE	AF - FIXED	—	—	—
✓ - VAR	EA @ SMC	.16	.16	0
PROV DOUBTFUL ACCTS	B/A % SALES (B=1.0% A=0.2%)	0	0	0
SALES COMMISSION	B/A ✓	03	.03	0
WHSE & DIST	AF FIXED	—	—	—
✓ ✓ - VAR	BF/AF - PER UNIT	06	.06	—
TOTAL VAR COSTS		1.82	2.06	(.24)
PROFIT BEFORE FIXED COSTS & OVERHEAD		$ 1.23	$ 1.47	.24

3/31/76

Exhibit 241A, Lennon Rock 'n Roll Album Projected per Unit Profitability Through 2/76.

LENNON ROCK & ROLL ALBUM
PROJECTED PER UNIT PROFITABILITY THRU 2/76
(BEFORE ~~FIXED COSTS &~~ OVERHEAD) -000

	METHOD USED		@ $5.98/6.98 3426 UNITS UNIT	TTL	@ $6.98/7.98 UNIT	TTL	PROFIT IMPACT $ UNIT
INVOICE SALES	A		3.06	1047.3	3.54	$1211.7	.48
CASH DISCOUNTS & ALLOW	B/A	% SALES	.05	17.2	.06	20.0	(.01)
PROV. FUTURE RETURNS	✓	✓	(.04)	(13.1)	(.05)	(15.2)	.01
NET SALES			3.05	1044.9	3.53	1206.9	.48
STD MFG COST	A		.40	136.9	.40	136.9	0
PACKAGING DEVIATION	A-E		(.02)	(7.1)	.04	12.0	(.06)
PRODUCTION VARIANCE	B/EA	% SMC	(.04)	(15.1)	(.04)	(15.1)	0
TRANSP.	BF/AF	WEIGHT	.08	25.5	.08	25.5	0
MECHANICALS	A	(24.0+3.5)	.27	94.0	.27	94.0	0
AFM	A		0	0	0	0	0
CO-OP ADV	B/A	% SALES	.20	67.0	.23	77.4	(.03)
PROV FUTURE RETURNS	B/A	B=% SALES A=% PROV	.01	4.8	.01	5.3	0
PRESSING FEE	A		.11	38.7	.15	51.7	(.04)
ROYALTY	A	(56.8-3.5)	.53	182.4 (52.5-3.5)	.64	219.0	(.11)
~~AFTRA~~	A		0	0	0	0	0
RECORDING	A-FIXED	6.3	—	.63	—	.63	—
ALBUM PACKAGING	A	✓ 4.2	—	.42	—	.42	—
DIRECT MDSE	A	✓	—	3.6 38.6	—	.36 3.86	—
PROMO PRODUCT	A	FIXED	—	.03	—	.03	—
✓ ✓ -VAR	BF/AF	PER UNIT	.03	9.8	.03	9.8	0
OBSOLESCENCE	AF	FIXED	—	.39	—	.39	—
✓ -VAR	EA	SMC	.16	55.1	.16	55.1	0
PROV DOUBTFUL ACCTS	B/A	% SALES (B=.01 A=0.22)	0	0	0	0	0
SALES COMMISSION	B/A	✓	.03	8.1	.03	10.0	0
WHSE & DIST	AF	FIXED	—	.09	—	.09	—
✓ ✓ - VAR	BF/AF	PER UNIT	.06	21.8	.06	21.8	—
TOTAL VA COSTS			1.82	622.8	2.06	703.4	.24
✓ FIXED COSTS				57.8		57.8	
PROFIT BEFORE ~~FIXED COSTS~~ & OVERHEAD (5.6%A)			1.23	362.6	1.47	445.7	.24

3/31/76

E185

Exhibit 250A, Billboard Chart Summary for "Rock 'n Roll".

BILL BOARD CHARTS re ROCK N ROLL

WEEK ENDING	CHART POSITION THIS WEEK	LAST WEEK	# WEEKS ON CHART	BULLET
3/8/75	47			✓
3/15/75	18	42	2	✓
3/22/75	12	18	3	✓
3/29/75	10	12	4	✓
4/5/75	8	10	5	✓
4/12/75	7	8	6	✓
4/19/75	6	7	7	—
4/26/75	9	6	8	—
5/3/75	14	9	9	—
5/10/75	37	14	10	—
5/17/75	52	37	11	—
5/24/75	64	52	12	—
5/31/75	84	64	13	—
6/7/75	105	84	14	—
6/14/75	128	105	15	—

Exhibit 250B, Cashbox Chart
Summary for Rock 'n Roll.

S. D. N. Y.
PLAINTIFFS' EXHIBIT
250 B
FOR IDENTIFICATION
IN EVIDENCE

CASH BOX
ROCK N' ROLL

ISSUE DATE	CHART POSITION THIS WEEK	CHART POSITION LAST WEEK	BULLET
3/6/75	62	—	✓
3/16/75	22	62	✓
3/22/75	15	22	✓
3/29/75	8	15	✓
4/5/75	7	8	✓
4/12/75	6	7	✓
4/19/75	7	6	—
4/26/75	10	7	—
5/3/75	18	10	—
5/10/75	28	18	—
5/17/75	49	28	—
5/24/75	58	49	—
5/31/75	97	58	

Exhibit 250C, Record World
Summary for "Rock 'n Roll".

RECORD WORLD
ROCK N' ROLL

ISSUE DATE	CHART POSITION THIS WEEK	CHART POSITION LAST WEEK	BULLET
3/1/75	91	—	✓
3/8/75	45	91	✓
3/15/75	24	45	
3/22/75	14	24	✓
3/29/75	8	14	—
4/5/75	4	8	✓
4/12/75	4	4	—
4/19/75	6	4	—
4/26/75	13	6	—
5/3/75	38	13	
5/10/75	65	38	—
5/17/75	71	65	
5/24/75	97	71	—
5/31/75	109	97	
6/7/75	149	109	—

Exhibit 250D, Comparison of "Rock 'n Roll" Chart Position in Billboard, Cashbox and Record World.

S. D. N. Y.
PLAINTIFFS' EXHIBIT
#250D
~~FOR IDENTIFICATION~~
IN EVIDENCE

ROCK N' ROLL

WEEK OF	BILLBOARD	CASHBOX	RECORD WORLD
3/1/75	—	—	91
3/8/75	47	62	45
3/15/75	18	22 (3/16)	24
3/24/75	12 (3/22)	15 (3/22)	14
3/29/75	10	8	8
4/5/75	8	7	4
4/12/75	7	6	4
4/19/75	6	7	6
4/26/75	9	10	13
5/3/75	14	18	38
5/10/75	37	28	65
5/17/75	52	49	71
5/24/75	64	58	92
5/31/75	84	97	109
6/7/75	105		149

E189

Exhibit 251, Cashbox February 22, 1975.

BEST COPY AVAILABLE

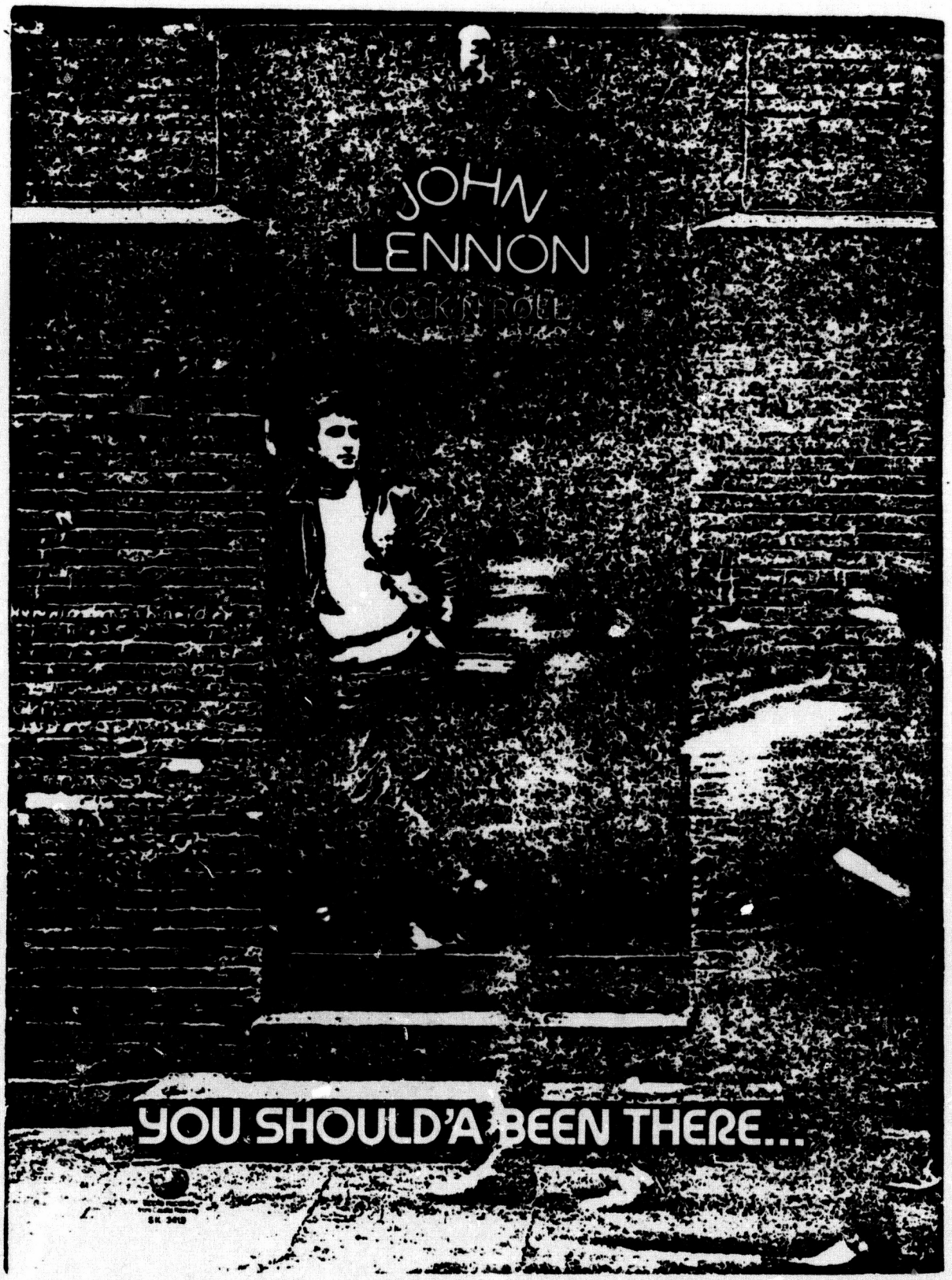


Exhibit 252, Record World, February 22, 1975:
"Rock 'n Roll" Ad.

Anka

Alan Metter:

Anka as an Ideal Vehicle for Ads

■ LOS ANGELES — Alan Metter, advertising copy director for United Artists Records, has been in on the "advertising history" of Paul Anka ever since the beginning of Anka's relationship with UA. As resident advertising expert, it is Metter's responsibility to come up with the advertising campaigns, copy lines and concepts for television and radio spots for all of UA's artists. And working on Anka, says Metter, has been one of his most challenging and rewarding assignments.

Metter, a native of Sharon, Massachusetts, came to the music business from Doyle, Dane and Bernbach, after freelancing for a while; he's been with UA for two years, just a little longer than Paul Anka has been associated with UA.

When asked about his very first contact with Paul Anka, Metter replied that his first encounter occurred when a UA promotion executive came into his office

Alan Metter

with a copy of Anka's million-seller "(You're) Having My Baby." Says Metter, "That song happened faster than any record I've ever been associated with. It just seemed that in one day that's all you heard on the radio. We did a series of trade ads for 'Baby,' my first association with Anka as a copywriter, with the cooperation of the promotion department, in which we went to all the radio people and got strong quotes from them about 'Baby' and

(Continued on page 26)

Mike Stewart

(Continued from page 11)

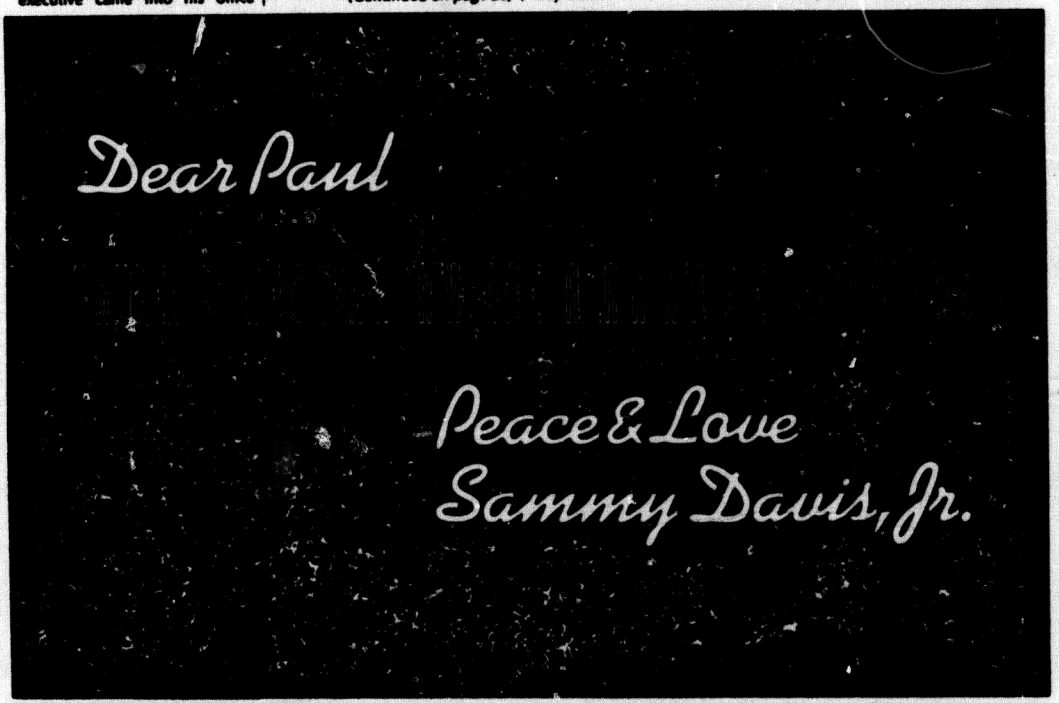
hit songs. From a writing standpoint, he's been a successful writer since he was a teenager. He's written hit after hit. I can't conceive of why that should end, especially when you consider that he's gotten better as a writer; his music has grown in complexity and maturity as time has gone on. He's even more prolific and energetic as a writer than he ever was. As an actor, I think he has a new future, and I think, getting the right role, he could become a very important actor. As I mentioned before, his career as an in-person performer is burgeoning and should continue to grow as the other aspects of his career do. In that field, he is without peer as a performer, able to catch, hold and move an audience.

Unlimited Talent

"To be perfectly honest, incidentally, and this is my own personal opinion, I have the feeling that his talent as a writer is not limited to pop music. I have a hunch that one day Paul Anka will write a very important Broadway show."

Totally Professional

Stewart attributes the longevity of Anka's career to his overabundance of energy and his wealth of talent. Commenting that many of the people who started at the same time with Paul are no longer creating, Stewart noted that "when you hear a new performer or a new writer and you hear a new hit record, you never know until you get to work with that artist, whether that's his peak or his beginning, how much more talent he has. Obviously, when Paul started out it was only a beginning for him. 'Diana' wasn't as far as he could get, it was only a beginning. Secondly, we all know the old adages that center around perspiration and inspiration. But we must not lose sight of the fact that even though it may be a cliche, it is also very true, very important. Here is a man who is totally energetic, totally dedicated, totally professional—and that's one of the key reasons, if not the central reason, why he's sustained himself."



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CIRCLE 6 ON READER-SERVICE CARD

and a performer to be reckoned with. The collaboration of the two was guaranteed to be fascinating, and it is. "Really Rosie" is a marvelous melange of simple lessons, observations of day-to-day life in the big city, and nonsense songs.

Ms. King's performance of Sendak's lyrics is flawless; her voice is charming without being sweet or overbearing. Best is "Chicken Soup with Rice," a fabulous song that is half nonsense and half designed to teach the months of the year.

This is technically a children's record. But in this case, youth would definitely be wasted solely on the young. M.J.

JOHN LENNON: Rock 'n' Roll. John Lennon, guitar and vocals, vocal and instrumental accompaniment. *Be-Bop-A-Lula, Stand by Me, Ain't That a Shame, Do You Want to Dance, Sweet Little Sixteen, You Can't Catch Me, Peggy Sue*, seven more. [John Lennon and Phil Spector, prod.] APPLE SK 3419, $6.98. Tape ●● 4XW 3419, $7.98; ● 8XW 3419, $7.98

This release might be called a Legal Fees Special, since Lennon has a lot of those expenses and this disc can have no other purpose than to make money. His run-through of fourteen 1950s rock-and-roll tunes is superficial, unfelt, and at times downright sloppy. The vocals are so far back in the instrumental soup that half the time one can't tell what song he's singing. Phil Spector is known for confused productions, but this is ridiculous.

There are several exceptions. Lennon's version of Fats Domino's "Ain't That a Shame" is quite good. But one or two ample efforts do not a good LP make. M.J.

✱ **JESSE COLIN YOUNG:** Songbird. Jesse Colin Young, vocals, guitar, and mandolin; Scott Lawrence, keyboards; Jeff Myer, drums; Kelly Bryan, bass; Jim Rothermel, flute, saxophone, and clarinet; Ron Stallings, saxophone; Peter Welker, trumpet; vocal and instrumental accompaniment. *Songbird, Before You Came, Daniel, Josianne, Again, Slick City, 'Til You Come Back Home, Sugar Babe, Motor Home.* [Jesse Colin Young, prod.] WARNER BROS. BS 2846, $6.98. Tape ●● M 52846, $7.97; ● M 82846, $7.97

After years of releasing albums that were adequately pleasant, Jesse Colin Young finally has created a work of monumental proportions. "Songbird" is a magnificent tribute to musical eclecticism and fine performance. He has successfully fused what are basically folk ballads with jazz and light rock, accomplishing what others have barely hinted at.

"Songbird," the title tune, is a perfect example: a rambling, laconic daydream wired with superb singing and a glorious flute performance by Jim Rothermel. "Before You Came" employs an aggressive electric-guitar statement by Young but does it within the context of a song that retains sensitivity.

Young's reedy voice is fine throughout, and Ted Ashford's horn arrangements are among the most tasteful ever committed to a pop record. The songs are, lyrically, mostly love songs and landscapes, but are written so well that the boredom that so often burdens such material does not appear. In all, "Songbird" is a must for anyone given to the worry that pop music has run out of good ideas and talented performers. M.J.

Jesse Colin Young
Eclectically magnificent.

THE TEMPTATIONS: A Song for You. The Temptations, vocals, keyboards, rhythm, and strings accompaniment. *Happy People, Glasshouse, Shaky Ground*, six more. [Jeffrey Bowen, prod.] GORDY G6 969, $6.98. Tape ●● [illegible]969C, $7.98; ● G 969T, $7.98

On this disc, one once again finds a soul group belting out Leon Russell's classic pop-rock tune "A Song for You." The result this time around is hackneyed; one cannot find a single original contribution in its performance by the Temptations. Unfortunately, the title tune is the hallmark of this perfunctory soul set.

Though the vocals are as rich and as throbbing as they ever were, this album cries out for stronger material. The tunes ("Shaky Ground," "Firefly," and "Happy People" are three that come to mind) are fillers—the sort of song-writing that crowds the grooves of an album without giving it any style. Only an instrumental version of "Happy People" possesses a smidgeon of creativity. This progressive soul number, however, follows so closely in the footsteps of prior Temptations excursions into the mating of jazz and soul music that it, too, seems like recycling.

Sad to say, "A Song for You" is a clinker. H.E.

MAHAVISHNU ORCHESTRA: Visions of the Emerald Beyond. Mahavishnu John McLaughlin, guitars and vocals; Jean-Luc Ponty, electric violin; Michael Walden, drums;

Exhibit 301, Domestic Mechanical Royalties Due From John Lennon Recordings re 1973 Copyright Infringement Settlement.

	Initials	Date
Prepared By		
Approved By		

45 807 EYE-EASE
45 907 20/20 BUFF

BIG SEVEN MUSIC CORP
DOMESTIC MECHANICAL ROYALTIES
DUE FROM JOHN LENNON RECORDINGS

1	2	3	4	5	6	7
	RE: 1973 COPYRIGHT INFRINGEMENT SETTLEMENT					
						TOTAL
SONG 1	"YA YA" (INCLUDED BUT NOT IN A PROPER FORM)					-
2	"YOU CAN'T CATCH ME" INCLUDED IN "ROCK 'N' ROLL", NOT IN "WALLS AND BRIDGES"					
	"WALLS AND BRIDGES" - SALES				425000	
	"ROCK 'N' ROLL" - SALES				342000	
	DIFFERENCE				83000	
		83000 @ 02¢				1660
3	NOT RECORDED AT ALL					
	"WALLS AND BRIDGES"	425000 @ 02				8500
	TOTAL DUE					10160

E193

Exhibit 302, Losses Due to Noncompliance With 1973 Copyright Infringement Settlement.

Prepared By

Approved By

BIG SEVEN MUSIC CORP

LOSSES DUE TO NONCOMPLIANCE WITH 1973 COPYRIGHT INFRINGEMENT SETTLEMENT

1	ONE SONG EXCLUDED ON WALLS AND BRIDGES			
	DOMESTIC		10160	
	FOREIGN		19893	
	TOTAL			30053
2	ONE SONG EXCLUDED ON ROCK 'N' ROLL			
	DOMESTIC	342000 x .024	6840	
	FOREIGN		16872	
	TOTAL			23712

Exhibit 302B, Foreign Sales for "Walls & Bridges" (for identification). E194

Countries	Walls & Bridges	SALES	DATE				
Australia	27010	29.995	2/24/76	= 206293	6½		1119
Argentina	13312			92 918	6½		503
Austria	3585			25 023	8		167
Belgium	5045	5649	2/20/76	35 382	6½		236
Brazil	20154	19.328	1/31/76	134 909	6½		731
Denmark	7257			5 157	6½		274
Chili	1195			8341	6½		75
France	27076			188980	8		1260
Germany	20520			193230	6½		955
Greece	1010			7050	8		38
Holland	12477			87089	6½		581
Hong Kong	765			5340	6½		29
India	475			3316	8		18
Italy	30094	20 391	2/6/76	210 056	8		1400
Japan	70885			512 109	6½		3415
Malasia	509			3553	6½		19
N.Zealand	3354	3.197	2/20/76	23604	6½		128
Norway	6250			43904	6½		238
* S.Africa	3498	3.457	2/20/76	24084	6½		130
Singapore	1092			7622	6½		41
Spain	13527	5.109	2/20/76	35382	6½		192
Sweden	17053			119030	6½		645
Switzerland	4300			30014	6½		163
Tiland	310			2164	6½		12
** United King.	199165	21.771	1/8/76	1395100	8½		7556
TOTALS	489958	486426		3395253			19893

All Sales to November 30, 1975

*The figures for South Africa are not actual reco[illegible]les, they are stock movement figures

** The figures for the United Kingdom are as of January 8, 1976.

(12 Songs)

Exhibit 303, EMI's Interrogatory Answers Annotated re Foreign Sales for "Rock 'n Roll".

(a) see above

(b) see above

(c) no

(d) none other than those already referred to.

32. State whether "Rock 'N Roll" has been sold outside of the United States and, if so, state by country the total sales of "Rock 'N Roll" outside the United States.

Response:

Yes. The information is as follows:-

COUNTRY	CUMULATIVE SALES UNITS	[illegible]	UP TO :-	[illegible]
Australia	42,398	[illegible]	August '75	2/24/76
Belgium	6,550	9,134	June '75	2/29/76
[illegible]		18,038		12/31/75
Denmark	9,568	10,363	Jun '75	11/30/75
France	54,405	61,117	Sept. '75	11/30/75
Germany	30,473	34,636	Sept. '75	11/30/75
Holland	5,793		June '75	
Italy	24,741		August '75	
Japan	48,925	61,354	July '75	2/5/76
New Zealand	2,140	3,463	July '75	2/[illegible]/76
Norway	3,895		May '75	
South Africa	4,586	7,561	July '75	2/[illegible]/76
Spain	6,116	15,956	June '75	[illegible]
United Kingdom	111,101	[illegible]	August '75	2/[illegible]/76
Rest of the World outside of North America	50,000 (estimated)		Sept. '75	

-REVISED- Exhibit 303A (Revised), Loss of Foreign Mechanical Income - Exclusion of One Song on "Rock 'n Roll".

- exclusion of one song on Rock 'n Roll

1	2	3	4	5	6	7
		Unit Sales	Gross Sales	Royalty Rate	Gross Royalty	
Australia		61815	349678	6½	1605	
Belgium		9134	54621	8	291	
Brazil		18038	108047	6½	468	
Denmark		10363	61971	6½	269	
France		61117	345480	8	1949	
Germany		34634	207123	8	1105	
Holland		5793	34652	8	185	
Italy		24741	147951	8	789	
Japan		61354	366897	8	1957	
New Zealand		3463	20709	6½	90	
Norway		3895	23292	6½	100	
So. Africa		7581	45334	6½	196	
Spain		15954	95417	6½	413	
United Kingdom		232032	1387593	6½	6013	
Rest of World		50000	299000	7½	1445	
		599928	3587755		16872	

BASED ON ANSWER TO PLAINTIFFS' INTERROGATORY No. 20

BEST COPY AVAILABLE

Exhibit 340, Dave Marsh Letter
to Bergen (Unaudited).

ROLLING STONE

78 East 56th Street New York New York 10022 (212) 486-9560

Jay Bergen
430 Park Ave
New York, NY

Dear Jay:

Sorry this is late. Hope it arrives with enough time for us to discuss it. At any rate, after comparing Roots with Rock & Roll, track for track, these are my findings:

The quality of the sound is simply shoddy. The amount of surface noise is appalling -- in many cases, this would result in returns, and complaints. Worse, the noise of scrape inhibits crucial instrumental passages. [illegible] in "[illegible]," [illegible] "Sweet Little 16," the drums on "Ignition," [illegible] voice on "Peggy Sue." This is particularly true of the project where Lennon's motive was to re-create the effect of an era's music (as he suggests in the intro the final song), and more-so because John is regarded as a quintessential champion of that era's musical sound. The sound lacks presence, punch and power; the songs' dynamics are vitiated, and '50s and early '60s rock relied upon dynamics as its chief motivating device. Also crucial is the totality of the sound and with the various instruments out of proportion, things simply don't sound right. The tracks become awkward and ineffectual, on a project where Lennon's reputation as a tough rocker was most definitely at stake.

In my mind, this is particularly glaring on "Peggy Sue," an number originally done by Buddy Holly, on whom (it is well known through interviews and recorded evidence) Lennon and the Beatles often relied for inspiration. On the whole, the volume, which ought to be loud to the point of abrasiveness to capture the '50s effect, is muted on Roots. At identical volume levels, there is a noticeable [illegible] from Rock & Roll to Roots when heard through headphones (less noticeable without them but still apparent). The music lacks, in rock jargon, punch, presence and power.

Far worse are the pair of Roots tracks that aren't on Rock & Roll. Even to a layman's ear, the band is glaringly out of tune on both, and on "Angel Baby," one has to check to see if the record isn't warped. Both "Angel Baby," which Len-

Exhibit 340.

bergen 2

non has often praised in interviews, and "Be-y Baby", which is regarded as hil Spector's first masterpiece, are embarassing to Lennon's reputation, ~~x~~because they are awful. I find it utterly unbelievable that he would have thought for a moment that he would not have alienated fans by releasing these versions.

As for the package:
1) There are no writer credits. Rock is, among other things, a writer's medium, and in early rock, the writers are among the most significant figures. Little Richard Penniman, one of Lennon's early inspirations, Chuck Berry and Fats Domino deserve credit for their compositions, and fans expect to see it given. It's not unlikely that the absence of credit would have created a small furor; especially since on the back cover the capitalized John Lennon after each song seems to imply that he wrote them. (Cf. the Rolling Stones failure to credit bluesmen Robert Johnson and Rev. Robert [illegible].)
2) [illegible] with "Rip It Up," "Send Me Lovin'" with "Ain't [illegible]." This too might be regarded as by the public [illegible] ance on John's part of credit where it is due.
3) The cover itself is godawful. The picture is so obviously a cheap blowup of a previously printed shot, and the rest of the artwork so slapdash that any fan~~xxxx~~ at all concerned with album artwork -- and many are -- would have felt offended. I might also note that the brittle, dull plastic of Roots is in sharp contrast to the flexible, deep black of Rock & Roll, indicating shoddy vinyl quality on the former. This album looks like a cheap rush job, and fans would resent paying ~~X~~$4 for that when they could get a professional job from someone else for roughly the same price.

As to my qualifications: No musical training, but I have reviewed records and written about the music scene since high school, full time as a professional since 1969 for Creem, Rolling Stone, Penthouse, Newsday and Boston Real Paper. I have been an editor as well as writer of music reviews at all except Newsday. At present, I am editor of Rolling Stone's Records and Performance sections, a regular columnist for RS and for our own Features syndicate (100-plus papers weekly~~xx~~ in U.S. and Europe-- through NY Times syndicate overseas), and recently completed a 40,000 word critical biography of Bruce Springsteen for Simon and Schuster's Pocket Books division. I have never met John Lennon (although I do know Jerry Levine), have interviewed Yoko once, have no other connections -- except you -- that I know of. (Oh, I know the Beatles old attorney Al Weiss, who is highly amused by all of this, but that's all.) Rolling Stone is regarded, of course, as the rock "Bible" both by music pros and consumers, which is a credential in itself, I feel.

E199

Exhibit 340.

Bergen 3

As a further credential, we might get a copy of Robert Christgau's polemic on the Rock Critic Establishment in a February issue of the Village Voice, in which I am cited with four others as the most influential critics in America, and I specifically am cited as the "kingpin" of the rock establishment. So much for that -- I can find my copy if necessary, but it's tattered, so the Voice might be asked to provide one. (They would.)

Talk to you Monday, Al.

Sincerely,

Dave Marsh
Assoc. Editor

E200

Exhibit 375, Big Seven Average License Fees Paid by Affiliates.

NATIONAL 45-606 EYE EASE 45-706 20/20 BUFF

Big Seven Music Corp
Average License Fees Paid by Affiliates

	1	2	3	4	5	6
	.005	.075	.010	.0125	.015	.020
Rock & Roll		6				
Rock ... Stay		6	8	16		
#1 Hits of 60's	3	2	6	13	2	
Hall of Fame			5		4	
Hits ... Happen			5	3	5	
Super Tracks					6	7
New Explosion					12	6
Dance, Dance, Dance		11	12		6	
Country Classics			9	8	1	
44 Original Gold			7		11	6
Easy Listening	8		12		12	
Totals	11	25	64	40	59	21
	.0560	.1875	.6400	.5000	.8850	.4200

Average = .01221

Average = .01177 (Eliminating High & Low)

E201

Exhibit 451, Earnings for "Close to You"
by The Carpenters.

(They Long to be) Close to You

U.S. Prior to Carpenters Release

	1	2	3	4	5	6
P.E.	mech rate 25%	Foreign rate 100%	Folio	misc	F.P rate 100%	Total
12/63	10000	—				10000
12/64	170756	2248				173004
12/65	129815	2383				132198
6/66	44648	36384			6826	87858
12/66	50722	682				51404
6/67	168958	373			50	169381
12/67	15881					15881
6/68	81398	443				81841
12/68	36787	4524			11482	52793
6/69	2317	200			7813	10330
12/69	22071	16280			3840	42191
Total	733353	63517			30011	826881

Exhibit 451.

(They Long to be) Close to you

After Carpenters release (5/15/70)

	P.E.	Rate 25% 1 Mech	Rate 100% 2 Foreign	Rate 100% 3 OTHER INCOME	4 Misc	Rate 100% 5 F.P.	6 Total
1	12/70	850487	11	1050575			1901073
2							
3	6/71	1289608	110183	1197 00			2596891
4							
5	12/71	1618665	347946	291991			2258602
6							
7	6/72	1346158	730758	498017		239778	2814711
8							
9	12/72	1095802	104931	1482992		189696	3813421
10							
11	6/73	695630	379431	75823		225267	2276151
12							
13	12/73	1013677	1354217	525165		408362	3301411
14							
15	6/74	1218041	1044692	364808		418736	3046277
15							
17	12/74	614177	2210684	444344		286981	3556186
18							
19	6/75	509653	2642047	315554		420191	3887445
20							
21	12/75	378150	1891598	220985		223865	2714598
22							
23	(AS OF APRIL 13/76) 6/76	435996	779200	272065		301703	1788964
24							
25							
26							
27							
28							
29							
30	Total	11066044	12535698	7639409		2714579	33955730
31							
32							
33							
34							
35							

E203

Exhibit 451.

(THEY LONG TO BE) CLOSE TO YOU

ARTIST	RECORD CO.
The Carpenters	A & M
The Lettermen	Capitol Records
Peter Nero	CBS Records
B.T. Express	Scepter
The Other Company	The Other Company
Laura Lee & The Good Guys	RCA
Ferrante & Teicher	United Artists Recs.
Studio Musicians	Michele Audio Corp. of America
Bud & Barbara	C E S Recording
Stan Kempler	" " "
Ed Ames	RCA
Johnny Mathis	CBS
American Pit Hit Artists	Associated Recording Artists of America
Rene Sinard	Les Disques Nobel
Ed Diamond	Assoc. Record. Artists of America'
The Union Station Singers	Sound Enterprises
Ray Coniff	CBS
Frank Chacksfield & His Orch.	CBS
The House of Random	CSP Productions
Longines Symphonette	Longines Symphonette Society
Lawrence Welk & His Musical Family	Teleklew Prod.
Errol Garner	London
Soul Searchers	Sussex Records
Jerry Butler & Brenda Lee	Motown
Laronde Pops Orch.	American Tape Corp.
Montage	Sound Values Inc.
Francis Lai	United Artists
Ronnie Aldrich	London
Sounds Orchestral	Phonodisc Ltd.

Exhibit 451.

Floyd Cramer	RCA
Dionne Warwick	Warner Bros.
B.J. Thomas	Scepter
Original Soundtrack - "HEARTBREAK KID"	CBS
Frank Sinatra	Reprise
Carmen McCrae	Atlantic
The Gordon McLendon Singers	MGM
Engelbert Humperdinck	London
James Last	Polydor Canada
Matt Monro	Capitol Canada
The Dells	Chess/Janus
Diana Ross	Motown
Moments	Stang
Pete Fountain	MCA
J. Cowell	World Recs.-Canada
Organo Romantico de Cesar Morales	South Eastern Records
Bobby Womack	United Artists
Carmen Cavallaro & His Piano	Ampex
Isaac Hayes	Ampex
Jerry Butler	Mercury
Leon Spencer Jr.	Ampex
Houston Person	Prestige
Dick Jurgens	Ampex
Ronnie Kole Trio	Ampex
Burt Bacharach	A & M
Ron Goodwin	Capitol
Tony Mottola	Trans World Rec. Corp.
Richard Evans	Atlantic
Tommy Garrett	Liberty
Sandi Scott	Boot Recs. Ltd.
Andy Williams	CBS
Donald Hulme & Marty Gold Orch.	Phonodisc Ltd.

E2[illegible]5

Exhibit 451.

Sabor Tropical Con La Orquesta Tampico De Claudio Rosas	Miami Record. Dist. Corp.
Terry Baxter & Orch.	CBS
Fatima	RCA
Pearl Bailey	RCA
Eddy Arnold	RCA
Gabor Szabo	Blue Thumb
Buddy Fite	Bell
Bob Ralston	Ranwood
George Barnes & Bucky Pizzarelli	Mercury
The Manzanilla Sound	Crescendo
Robert Goulet	Quality Ltd. (MGM)
The Pop Machine	Keel Mft. Corp.
Bob McConnell (Boss Brass)	World Recs.
The Wilders	GNP Crescendo
Sal Salvador	Audio Fidelity
Karen Wyman	Decca Recs.
Sacha Distel	Capitol Canada
Boots Randolph	London Canada
The Midas Touch	Decca Recs.
Liz Damon's Orient Express	GRT Corp.
Living Strings Plus Two Pianos	RCA
The New Christy Minstrels	RCA
101 Strings Orch	Alshire Intl.
Tommy Roe	Polydor Canada
Billy Vaughan	Paramount Recs.
Ramsey Lewis	Chess Prod. Co.
The Young Lovers	Keel Mfr. Corp.
The Renaissance	Quality Ltd.
Perry Como	RCA
Nancy Wilson	Ampex
Josie & the Pussycats	Capitol Canada
Jimmy Smith	Quality Ltd.

Exhibit 451.

Christopher Scott	Decca Recs.
Frank Pourcel	Paramount Recs.
Monty Alexander	MGM
John Sloan	Q.R.S. Music Rolls
Ken Berry	CBS
Dusty Springfield	Mercury
Janie Marden	Compo Ltd.
Richard Chamberlain	MGM
The Sunset Festival Orch.	U.A. Recs. Ltd.
Ena Baga	Pickwick
Brad Swanson	"
Liberace	Imperial
Kings Road	Pickwick
The Ventures	U.A. Recs. Ltd.
Des O'Connor	Phonodisc LTD.
Jerry Vale	Columbia
Young-Holt Unlimited	Paula Recs.

DEFENDANTS' EXHIBITS

E207

Exhibit B-1, 1967 EMI/Beattles Agreement.

A N A G R E E M E N T made this 25 day of January One thousand nine hundred and sixty seven B E T W E E N THE GRAMOPHONE COMPANY LIMITED of Blyth Road Hayes Middlesex (hereinafter called "EMIR") of the first part NEMS ENTERPRISES LIMITED of Sutherland House 5/6 Argyll Street London W.1. by its Managing Director BRIAN EPSTEIN (hereinafter called "the Managers") of the second part and GEORGE HARRISON of Kinfauns Claremont Drive Esher Surrey JOHN WINSTON LENNON of Kenwood House St.George's Hill Estate Weybridge Surrey JAMES PAUL McCARTNEY of 7 Cavendish Avenue London N.W.8. and RICHARD STARKEY of Sunny Heights South Road St.George's Hill Estate Weybridge Surrey (hereinafter together called "the Artists") of the third part

W H E R E A S the Artists are in partnership carrying on the business of exercising their skills and exploiting their talents as a group of entertainers in the entertainment industry under the name "The Beatles"

IN CONSIDERATION of the respective undertakings hereinafter contained and of other valuable consideration IT IS HEREBY A G R E E D as follows :-

1. FOR the purpose of this Agreement the word "record" shall mean a gramophone record magnetic tape or any other sound-bearing contrivance or appliance reproducing a performance by the Artists or any of them under this Agreement.

Exhibit B-1.

2. THIS Agreement shall operate for a period of NINE YEARS from the twenty seventh day of January One thousand nine hundred and sixty seven :

(a) During the period of Five years commencing from the twenty seventh day of January One thousand nine hundred and sixty seven the Artists and each of them shall attend at such places and times reasonably convenient to the Artists as EMIR shall require and shall render such performances (whether alone or by agreement with the Managers or the Artists together with one or more other Artist) as EMIR shall elect for reproduction in by or on any record. The number of performances by the Artists as "The Beatles" shall be sufficient to comprise the equivalent of five twelve-inch thirty-three and one-third r.p.m. long-playing records (namely 70 tracks) over the said period of five years and which shall be approved by the Managers or the Artists as available for release by EMIR pursuant to Clause 17 (A) hereof.

(b) During the period of Four years immediately following the period referred to in (a) above the Artists shall not be obliged to perform for the purposes of this Agreement any minimum number of titles or at all but subject thereto all the terms and conditions of this Agreement shall continue in force for the said Four years including in particular (but without prejudice to the generality of the foregoing) Clause 4.

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3. THE Artists shall at the request of EMIR repeat any performance for the purpose of producing in the opinion of EMIR a perfect record and EMIR shall not unreasonably withhold its consent to any particular record being deemed to have satisfied the provisions of this Clause.

4. THE Artists shall not nor shall any of them :

(a) during the currency of this Agreement render any performances whatsoever, and

(b) for the period of Ten years immediately following the termination of this Agreement or any extension this Agreement;

on their own account or for any person firm or corporation other than EMIR whereby such performance might be recorded in any form from which any gramophone record magnetic tape or any other sound-bearing contrivance or appliance may be offered to the public.

5. SUBJECT as hereinafter mentioned the Artists shall be entitled to a royalty in respect of each record sold by EMIR and any person firm or corporation authorised by it after deducting Fifteen per cent (to cover records returned and/or damaged in transit and/or used for demonstration or advertising purposes) calculated on EMIR's English wholesale prices (i.e. price to dealers) (less an allowance for packaging as mentioned in (c) below and less any tax or taxes (if any) levied in respect of the sale or which

have to be recovered as part of the selling price) as follows :

(a) On a double sided single 45 r.p.m. gramophone record reproducing -

(i) on both sides performance by the Artists alone or with non-featured artists 10% (Ten per cent) per record;

(ii) on both sides performance by the Artists performing together with other featured Artists a proportion of 10% (Ten per cent) per record according to the number of other featured Artists.

In the case of such a gramophone record only one side of which reproduces the Artists' performance as aforesaid the amount of royalty shall be one-half of the amounts set forth above.

(b) In the case of any other record the same shall be deemed to consist of sections each section comprising a double-sided single 45 r.p.m. gramophone record or the equivalent thereof and royalty shall be calculated as above on each such section reproducing the Artists' performance. For this purpose the said wholesale price of such other record shall be divided by the total number of sections.

Exhibit B-1.

(c) Where in any manufacturing territory (i.e. the country of manufacture and sales to such country's export territories) sales of any particular record hereunder exceed in respect of the type of record in column (i) below the total in column (ii) below then in respect of any sales in such manufacturing territory of the same record in excess of such total the royalty rate of 10% referred to in (a) above (and pro rata) shall be increased to 15% (and pro rate) :

Column (i) above referred to	Column (ii) above referred to
Double sided single 45 r.p.m. record or equivalent	100,000
Extended play 45 r.p.m. record or the equivalent	10,000
12-inch 33⅓ r.p.m. record or the equivalent	30,000

For the purpose of this Agreement royalty in respect of tape records shall be calculated and payable on the same wholesale price as is or would be appropriate for a disc record containing the same material. The packaging allowance referred to above shall be in respect of LPs only and shall be limited in each

Exhibit B-1.

manufacturing territory to not more than 30,000 copies of each particular LP therein issued.

(d) EMIR shall have the right to manufacture and sell and to authorise the manufacture and sale of records and/or tapes through any Record Club or in any low-price series and in respect of records so manufactured and sold EMIR will pay a royalty at the rate of Five per cent of the applicable wholesale price calculated as aforesaid provided always that no records shall be issued through any Record Club or in any low-price series without the prior written consent of the Managers or the Artists in the case of each record which EMIR desires so to issue. Records issued under this sub-clause (d) shall be considered as separate issues for the purposes of calculating royalties under this Agreement. Notwithstanding anything to the contrary such records may be distributed through Record Clubs in the U.S.A. Canada and Mexico if EMIR's licensee in those territories gives notice to the Managers or Artists of the intention of the U.S. Canadian or Mexican Record Clubs to advertise such records as available through Record Clubs at least Ten days before commitment has been made for such advertising and Managers or Artists fail to deliver notice to such licensee within three business days of the time

such licensee's notice to Managers or Artists is given that such record may not be distributed through Record Clubs in the U.S.A. Canada or Mexico. Royalty as above and in Clause 6 shall be payable during the currency of this Agreement and thereafter in each country for as long as EMIR is entitled under the laws of such country to prevent the unauthorised copying of the records sold hereunder.

6. NOTWITHSTANDING any other provisions of this Agreement the Artists shall be entitled to the following royalties with respect to such records made hereunder and sold by a licensee of EMIR in the U.S.A. and/or Canada and/or Mexico:

(a) Seventeen and a half per cent of such licensee's wholesale price on each :

(i) 33⅓ r.p.m. long-playing record in excess of the first Thirty thousand records sold comprising the same performances and

(ii) single 45 r.p.m. record in excess of the first One hundred thousand records sold comprising the same performances, and

Ten per cent on the first Thirty thousand records specified in Item (i) above and the first One hundred thousand records specified in Item (ii) above.

(b) In the case of a record comprising on both sides the performance by the Artists performing together with other Artists the royalty shall be reduced in proportion to the number of other Artists so performing.

Exhibit B-1.

Royalties shall be based on such licensee's wholesale price for replacement records (less any applicable tax and computed in accordance with licensee's prevailing accounting practice for its top artists) and shall be computed on licensee's net sales for which licensee has been paid. As to any record which comprises a performance or performances by Artists on only one side the royalty rate shall be one-half the applicable rate set forth above. The provisions of Clause 5 (b) and (d) of this Agreement shall apply with respect to distribution and sale in the U.S.A. and Canada and Mexico of records made hereunder.

7. NOTWITHSTANDING the provisions of Clauses 5 or 6 hereof should the Artists or any of them perform in breach of the provisions of Clause 4 hereof then without prejudice to EMIR's rights in respect of such breach the Artists shall immediately cease to be entitled to royalty on sales thereafter of any records.

8. EMIR shall deduct from royalty payments all amounts as are demanded from EMIR or its licensees in respect of such royalty payments by the Governments of the respective countries in which records are sold.

9. NOTWITHSTANDING anything herein contained but subject to the proviso to this clause contained EMIR's obligation to pay royalty shall be limited in respect of sales of records in countries where currency restrictions are enforced to the amount of such royalty as EMIR receives from its distributors in those countries. Royalties from

Exhibit B-1.

sales outside the United Kingdom shall be paid only after receipt thereof by EMIR PROVIDED that in the event of royalties becoming payable to the Artists in respect of sales of records in countries where currency restrictions are enforced which restrict or prevent the transfer of monies out of such countries then subject to the laws of the particular country concerned and to the laws of England EMIR shall deposit any such sums becoming payable to the Artists in a bank and in an account to be designated by the Artists in such country or countries.

10. EMIR shall furnish to the Managers quarterly a statement showing the number of records sold during such quarterly period after making the deductions aforesaid and the amount of royalty due in respect thereof and shall if and as required by the Artists verify the same by means of a certificate of its auditors and subject to the provisions of Clauses 7 and 9 hereof EMIR shall thereupon pay such amount to the Managers and such payment shall be a complete discharge of EMIR's liability to make any payments hereunder. The Managers may at their own expense during regular business hours by prior appointment examine by independent qualified Accountant the accounts of EMIR insofar as is necessary to verify such statements.

11. EMIR shall be ntitled to the sole right of production reproduction sale (under such Trade Marks as it may select)

Exhibit B-1.

use and performance (including broadcasting) throughout the world by any and every means whatsoever of records manufactured in pursuance of this Agreement.

12. EMIR shall at all times have the right at its discretion to decide whether and/or when to discontinue the said production reproduction sale use and performance of records manufactured in pursuance of this Agreement and to fix and alter the prices of such records and the irrevocable right and licence to use and publish the Artists' name and photographs for labelling cataloguing and exploiting the said records And to authorise any person firm or corporation to do any or all such acts and things During the period of this Agreement (including renewals or extensions) EMIR shall not re-issue or cause to be re-issued in any country in which they have been deleted any recordings of the Beatles without the prior consent (given in writing or by cable or telex) of the Managers or the Artists provided that upon termination of this Agreement (including renewals or extensions) whether by effluxion of time or otherwise EMIR shall have the right to re-issue without such prior consent.

13. THE Managers and/or the Artists have a commitment to United Artists whereunder one LP record of a film of the

Exhibit B-1.

Artists (being a film between the third and seventh films made by the Artists) shall be made available to United Artists for the U.S.A. only The fulfilment of this commitment shall not be a breach hereof on the part of the Artists or the Managers but notwithstanding the foregoing the Managers will endeavour to obtain a release from the commitment to United Artists If it is a term of such release that EMIR or its licensee in the U.S.A. is required to pay to United Artists an over-ride percentage on sales in the U.S.A. then subject to the prior written consent of the Managers such percentage (which shall not in any event exceed three per cent of the before mentioned price) may be set against royalties due hereunder on sales in the U.S.A. of the recordings in question.

14. IN the event of any person or persons joining the Artists from time to time whether as a partner or as a performer the Artists and the Managers undertake with EMIR to ensure that he shall agree in writing to be bound by the terms of this Agreement and in the case of a performer as if he were an Artist. Any person or persons who may cease to be an Artist and be released from this Agreement shall notwithstanding such release continue to be bound by Clause 4 of this Agreement.

SML.
G-H.
JPMc.

Exhibit B-1.

15. THE Recording Manager in respect of the Artists' performance appointed by EMIR shall be a person approved of by the Managers or the Artists such approval not to be unreasonably withheld.

16. ANY recordings by any of the Artists performing as other than "the Beatles" shall be governed by the terms of this Agreement.

17. (A) NOTWITHSTANDING anything herein contained EMIR shall during the currency of this Agreement :

(i) agree with the Managers or the Artists the material recorded under this Agreement which is approved for release and the couplings thereof and such couplings shall not be changed in the United Kingdom U.S.A. Canada and Mexico without the prior consent of the Manager or the Artists. EMIR shall issue or cause to be issued in the United Kingdom material agreed hereunder; EMIR shall not issue or cause to be issued in the United Kingdom material recorded under this Agreement unless it has been so agreed

(ii) agree with the Managers or the Artists the release date of new recordings in and for the United Kingdom and shall use all reasonable endeavours to ensure that no other territory

shall release records of such recordings before the United Kingdom release date

(iii) agree with the Managers or the Artists cover designs for album sleeves for use in the United Kingdom and the U.S.A. If cover designs are submitted to the Managers or the Artists and the Managers or the Artists (as the case may be) have not within seven days of receipt at their office addresses indicated their agreement or disagreement with such designs they shall be deemed to have agreed

(iv) where under this sub-clause the agreement approval or consent of EMIR the Managers or the Artists is required such agreement approval or consent shall not be unreasonably withheld.

(B) A breach of this clause on the part of EMIR shall not give rise to any claim for damages or be treated as a fundamental breach of contract provided that in the event of any breach which is brought to the notice of EMIR in writing by the Managers or the Artists EMIR shall have within thirty days of receipt of notice used all reasonable endeavours to correct insofar as it is able such breach EMIR shall not be responsible for any breach of contract loss damage or delays due to circumstances beyond EMIR's reasonable control including but without being limited to acts

Exhibit B-1.

of God Governmental controls restrictions or prohibitions or any other Governmental act or omission whether local or national fire accident strikes lock-outs or industrial disputes.

18. THIS Agreement shall operate for the entire world and shall be construed and governed according to the laws of England the High Court of Justice in England being the Court of Jurisdiction. Any Writ Summons or other process which shall require to be served hereunder shall be sent by registered post to the address of the party concerned as hereinbefore mentioned or as notified to the other parties from time to time hereafter and shall be deemed to have been served when it would have been received in the normal course of such post.

I N W I T N E S S whereof the parties hereto have executed this Agreement the day and year first before written.

S I G N E D on behalf of The GRAMOPHONE COMPANY LIMITED in the presence of :

M. E. Wood.

Director, E.M.I. Ltd.

Exhibit B-1.

S I G N E D by the said BRIAN)
EPSTEIN on behalf of NEMS)
ENTERPRISES LIMITED in the)
presence of :)

S I G N E D by the said GEORGE)
HARRISON in the presence of :)

George Harrison

S I G N E D by the said JOHN)
WINSTON LENNON in the presence)
of :)

John Lennon

S I G N E D by the said JAMES)
PAUL McCARTNEY in the presence)
of :)

Paul McCartney

S I G N E D by the said RICHARD)
STARKEY in the presence of :)

Ringo Starr

E222

Exhibit B-1.

D A T E D . . . 1967

THE GRAMOPHONE COMPANY LIMITED

- and -

NEMS ENTERPRISES LIMITED

- and -

GEORGE HARRISON
JOHN WINSTON LENNON
JAMES PAUL McCARTNEY
RICHARD STARKEY

A G R E E M E N T

GOODMAN, DERRICK & CO.,
30, Bouverie Street,
Fleet Street, E.C.4.

Exhibit C-2, Capitol/Apple Agreement.

Contract No. 4971

Ex. C2 for I.D.

AGREEMENT made as of September 1, 1969, between CAPITOL RECORDS, INC., a California corporation, 1750 North Vine Street, Hollywood, California 90028 (called "Capitol"), CAPITOL RECORDS DISTRIBUTING CORP., a Delaware corporation, 1750 North Vine Street, Hollywood, California 90028 (called "Distributor") and APPLE RECORDS, INC., a New York corporation, c/o ANCO INDUSTRIES, INC., 1700 Broadway, New York, New York 10019 (called "Apple").

WHEREAS, Capitol has heretofore acted as manufacturer and distributor under certain contractual arrangements with ELECTRIC MUSICAL INDUSTRIES, LIMITED, (called "EMI"), whose address is Blyth Road, Hayes, Middlesex, England, with respect to Beatles' masters; and

WHEREAS, EMI has now licensed Apple for the United States, Mexico and Canada with respect to Beatles' masters which agreement is herein called the "Licensing Contract" (a copy of which is attached hereto); and

Exhibit C-2.

WHEREAS, Capitol has facilities for and is engaged in the processing and pressing of records derived from masters owned by others, and Apple desires to process and press records through Capitol's facilities; and

WHEREAS, Distributor is engaged in distributing and selling records in the United States and Apple has and will have records for distribution which records Distributor

WHEREAS, Apple desires Distributor to distribute and sell Apple's records and Distributor is willing to do so upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual promises and the representations and warranties herein contained, the parties hereto agree as follows:

Exhibit C-2.

ARTICLE 1:

1 DEFINITIONS

1. "Capitol", except where otherwise provided, means Capitol Records, Inc., A California corporation, together with its parent and subsidiary corporations. Capitol Records, Inc. as separate and apart from other companies included within the word "Capitol" shall be referred to by name. Capitol Records Distributing Corp. is a subsidiary of Capitol Records, Inc., and is therefore subsumed in the word "Capitol"; Capitol Records Distributing Corp., as separate and apart from other companies included within the word "Capitol", shall be referred to by name or as "Distributor."

2. "Apple" means Apple Records, Inc.

3. "Phonograph records" (and the word "records") means any device (including "tapes") by which sound may be recorded for later transmission to listeners, whether now known or hereafter discovered, which is intended primarily for home or private use and shall specifically exclude so-called electrical transcriptions recorded for radio or television broadcasting and sound recorded in the production of motion

pictures, provided phonograph records are not made from any of the excluded devices. Records shall include such devices even though presently unknown, and shall include new configurations of existing devices. A "standard disk" is a "single record", "extended play", or an "LP record," but not a flexible or "pocket" disk-type record.

(a) "Single records" are 7-inch 45 and 33-1/3 r.p.m. microgroove disks (which embody one selection on each side) usually having a playing time of up to 4½ minutes per side.

(b) "Extended play" records are, 7-inch microgroove disks (which embody two or three selections on each side) usually having a playing time in excess of seven minutes per side.

(c) "LP records" are 12-inch, 33-1/3 r.p.m. microgroove disks other than those in sub-paragraphs (a) and (b) above.

"Album" means an LP record or its tape record equivalent of whatever configuration. "Tape" means a tape record of whatever configuration.

Exhibit C-2.

4. "Manufacturer's records" or "Apple's records" means records pressed for the account of Apple from "Beatles masters".

5. "Master" means any original recording. "Beatles masters" are those masters which feature the performances of all The Beatles who are then performing as The Beatles or masters which EMI has accepted for release as recordings of The Beatles and to which Apple acquires manufacturing rights.

6. "Selection" means a single musical composition (including a medley), story, poem, dramatic or dramatico-musical or similar work, irrespective of length.

7. George Harrison, John Winston Ono Lennon, Paul McCartney and Richard Starkey comprise a group professionally known as and sometimes herein called "The Beatles"; The Beatles will also sometimes herein be referred to as "Artists".

8. "United States" means the United States of America, its territories, possessions and military post exchanges and service stores wherever located.

Exhibit C-2.

9. "Canada" and "Mexico" mean said countries and their respective territories, possessions, military post exchanges and service stores wherever located.

10. "Name and likeness" shall refer to the name (including any professional name by which a person may then or thereafter be known), voice, signature, photographs, likenesses and biographical material concerning a person, together with testimonial statements attributed to such person, used separately or in conjunction with other elements of his name and likeness, whenever any or all of the foregoing are used for advertising and purposes of trade, in and in connection with records embodying the results and proceeds of services or performance of such person; but no such use shall be made which constitutes a direct endorsement by such person of any other product. A grant of the right to use the name and likeness of a person, when contained in this Agreement or any exhibits thereto shall include the right of the grantee to use and permit others to use such person's name and likeness as herein defined but solely in connection with Apple records.

11. "Person" means an individual, a firm or corporation.

Exhibit C-2.

12. (a) "Group I Masters" are those listed on Schedule X attached hereto, being an itemization of those masters the sale of whose phonograph record derivatives, when initially released by EMI, imposed a royalty obligation to The Beatles as fixed by that certain agreement dated June 4, 1962 between said parties.

(b) "Group II Masters" are those listed on Schedule Y attached hereto, being an itemization of those masters the sale of whose phonograph record derivatives, when initially released by EMI, imposed a royalty obligation to The Beatles as fixed by that certain agreement dated January 27, 1967 between said parties.

In the event any masters described in subsections (a) or (b) above have been inadvertently omitted from Schedule X or Schedule Y hereto, as the case may be, appropriate additions thereto will be made upon discovery of such omission.

(c) "Group III Masters" are all masters whose phonograph record derivatives are initially released by Capitol for sale in the United States after September 1, 19[illegible] provided, however, those masters embodying the performances

of The Beatles as recorded at the Hollywood Bowl in or about_____, even though the same may be so initially released after September 1, 1969, shall be deemed to be Group II Masters, and are accordingly listed on Schedule Y hereto.

13. (a) A "New Master" is a Beatles Master not heretofore released in the United States, Canada and Mexico (but excluding masters recorded at the Hollywood Bowl referred to above). Subject to subparagraphs 13 (b) and (c) below, a new master ceases to be a new master upon its release in the United States.

(b) A "New Album" is an album consisting entirely of new masters, except that not more than two selections contained therein may have been released as selections contained in a new single within six (6) months prior to the date Apple delivers the masters comprising a new album to Capitol.

(c) A "New Single" is a single record consisting entirely of new masters, except that the selections contained therein may have been released as selections contained in a new album within six (6) months prior to the date Apple delivers or designates (as

the case may be) the masters comprising a new single to Capitol.

14. "Pick-up album" is an album consisting in whole or in part of selections derived from Beatles masters other than new masters.

15. "Old rate" shall mean:

(a) In the case of a delivery default (as said phrase is defined elsewhere in this agreement) occurring within the first three years of the term:

(i) In respect of records derived from Group I masters, the royalty payable by EMI to The Beatles by reason of the sale thereof in the United States, as initially fixed by that certain agreement dated June 4, 1962, as extended and amended, between said parties; and

(ii) In respect of records derived from Group II and Group III masters, the highest royalty payable by EMI to The Beatles by reason of the sale of records derived from Group II masters in the United

Exhibit C-2.

States, as initially fixed by that certain agreement dated January 27, 1967 between said parties.

(b) In the case of a delivery default occurring in any years of the term after the third year, the difference between the columns_____and_____ prices shown on Schedule_____attached hereto.

16. "Force Majeure" shall refer to an act of God, fire, strike, labor disturbance, civil commotion, acts of a public enemy, acts of government, its agencies or officers, any order, regulation, ruling or action of any labor union or association of employees affecting Capitol, Apple or The Beatles, or the industry in which any of them is engaged, or delays in the delivery of materials and/or supplies, or the death or permanent incapacity of a member of The Beatles by reason of which their recording of new masters is delayed or rendered impossible.

Exhibit C-2.

ARTICLE II
PRESSING:

1. Apple agrees that during the term hereof all the records processed and pressed for it in the United States of America from all Beatles masters will, except as provided in Section 1 (iii) of Article III and in Article IV, below, be processed and pressed by the use of Capitol's facilities. Capitol agrees that it will process Beatles masters and press and duplicate records therefrom as and when requested by Apple or Distributor to meet its firm orders.

2. (a) Apple agrees to pay to Capitol the applicable prices specified in Schedule "A" attached hereto for all Apple's records pressed hereunder, f.o.b. the factory where such records are manufactured.

(b) Capitol will invoice Apple for records pressed for Apple and for related items furnished hereunder on a monthly basis. Apple's payments against said invoices will be made in cash, with no cash or other discount, for those records pressed hereunder which have been sold by Distributor, concurrently with and conditioned upon Distributor's payment to Apple therefor.

Exhibit C-2.

3. Capitol agrees without additional charge to Apple:

(a) To process Beatles masters and produce such matrices and other devices as are required and necessary to press Apple's records under this Agreement;

(b) To supply record labels and label copy as a part of Apple's records pressed under this Agreement of the same quality as are used by Capitol for its records of the same class. All records released prior to August 31, 1969, shall continue to be released under the label upon which they are currently in release. All records released from and af September 1, 1969, shall bear the Apple label and trademark which Capitol is hereby authorized to utilize in the exercise of its rights hereunder. Such records shall bear the legends "Manufactured by Apple Records, Inc.," and if Distributor so desires, "Distributed by Capitol Records Distributing Corp." on the labels, album jackets or other containers in which Apple's records are packaged.

Exhibit C-2.

(c) To supply for the single records pressed for Apple under this Agreement record sleeves of the same quality as Capitol uses for its single records and to insert such single records into sleeves. The insertion of Extended Play, Compact Double and Long Playing records into jackets and of Tape records into containers, and the supplying of such jackets and containers, will not be the responsibility of Capitol, but shall be the sole responsibility of Distributor.

(d) To pack in bulk all Apple's records in the same manner as Capitol's records of the same class are packed and in shipping cartons of the quality used by Capitol, and to deliver such records in accordance with Apple's instructions, f.o.b. the pressing plant where such records are pressed, in the manner and to the extent provided

4. If prior to the expiration of the term hereof, without prejudice to subparagraph 3 (b) above, the rights of Apple's Distributor to distribute records utilizing the Apple label and trademark and featuring artists other than the Beatles expire and are not renewed, then from and after the date of such expiration all records pressed hereunder shall, at Apple's option:

Exhibit C-2.

(i) bear the Capitol label and trademark, in which event, so long as Apple is the Manufacturer, Capitol and Distributor hereby consent to such use; such Capitol label shall bear the legends "Manufactured by Apple Records, Inc." and at the Distributor's option, "Distributed by Capitol Records Distributing Corp.";

(ii) bear the Apple label and trademark, in which event, Apple agrees to cause its then Distributor of other Apple product to accept and pay for product of such Distributor returned to Capitol's Distributor; or

(iii) bear a new label and trademark designated by Apple, in which event said new label and trademark shall be used exclusively for records hereunder.

Similarly, if upon the expiration of the term hereof, Apple has not theretofore made an election hereunder, the alternatives referred to above shall be applicable. If

Exhibit C-2.

Apple elects under (i) or (iii) above, Distributor and Capitol shall be entitled to continue to advertise, exploit, sell and otherwise deal in the then inventory of Apple label product, embodying performances of the Beatles, until Capitol's and the Distributor's inventory thereof shall be exhausted or otherwise destroyed.

5. Apple shall obtain appropriate licenses from the copyright proprietors authorizing the mechanical reproduction of all of the musical and/or literary material embodied in Group III masters and Apple shall pay or cause to be paid all sums which are payable to said copyright proprietors under such licenses. In connection with Apple's obligation under this Section, Apple agrees that it will indemnify Capitol, with respect to such copyright royalties. Apple further agrees that, in the event of a claim being made by a copyright proprietor, it will, if so requested by Capitol, deposit a sum equal to the mechanical royalty due for such musical composition on the alleged infringing composition, or otherwise, in an interest bearing account in the joint names of Apple and Capitol, (and Capitol shall have no claim on the interest

earned thereon), pending the final determination of such claim. A failure to make such deposit within thirty (30) days after notification by Capitol to Apple of a claim shall entitle Capitol to withhold from monies otherwise due to Apple a sum equal to the amount required to have been deposited until a final determination is made of such claim.

6. Apple agrees that it will deliver Beatle masters to Capitol hereunder which masters shall be of the same quality as when the same are delivered to Apple from EMI, within the following specified time periods and at least in the following quantities:

(a) During each year of the term through the year ending August 31, 1975;

(i) Two new albums;

(ii) One Pick-up album; and

(iii) Three new single records.

(b) At any time during the first three years of the term, Apple shall deliver one Pick-up album in addition to the requirements in subparagraph (a) (ii) above.

Exhibit C-2.

(c) During the final year of the term:

(i) One new album;

(ii) Two new single records.

(d) For the purposes of determining compliance with the provisions of this Section 6, an album comprising more than one LP record shall nonetheless be deemed one album.

(e) If Apple proposes to deliver to Capitol an album or single record made up of masters which are non-Beatle masters, Capitol shall have the election of either:

(i) Taking said album or single record in partial satisfaction of the requirements of this Section 6, (by a written notice to that effect); or

(ii) refusing to accept such album or single record in partial satisfaction in which event such album or single record shall fall under Apple's contract with Capitol with respect to non-Beatles records.

Exhibit C-2.

(f) A failure on the part of Apple to comply with the requirements of subparagraphs 6 (a), (b) and (c) above, which is not excused by a force majeure and which has not been corrected within ninety (90) days after Capitol gives Apple notice of failure to comply with said requirements shall be called a "delivery default", but shall not be deemed a breach of this Agreement. The notice referred to above may be given at any time within one hundred eighty days after expiration of the year of the term in which the delivery default occurs.

7. (a) Apple and Capitol agree that, in the event of a delivery default, Capitol's sole and exclusive remedy shall be to adjust the prices specified in Schedule "A" attached hereto.

(b) Apple's compliance with the requirements of Section 6 above shall be determined separately for each year of the term and the Price Adjustments hereinafter

Exhibit C-2.

specified shall be applicable only in respect of Capitol's sales of Apple's records during the year of the term in which a delivery default occurs, provided, however, if Apple's delivery of required masters hereunder shall, on a cumulative basis, be at least equal to the total number of such masters required as of any relevant date, then no delivery default shall be deemed to have occurred.

(c) .For purposes of applying this Section 7, a delivery default in the case of one or more new single records shall be distinguished from a delivery default in the case of one or more new or pick-up albums, and the Price Adjustments hereinafter specified shall be applicable only in respect of all of Capitol's net sales of that type of record, single or album, as is affected by such delivery default. However, said Price Adjustment shall be applicable in respect of all of Capitol's net sales of that type of record affected during the year of the delivery default in question.

Exhibit C-2.

(d) In the event of a delivery default, a Price Adjustment in favor of Capitol shall be made in respect of the proportion specified in subparagraph 7 (e) below of Capitol's net sales of Apple's records during the year of such default. The Price Adjustment shall be made retroactively and the credit accorded to Capitol upon computation thereof shall be immediately due and payable upon billing or shall be recoverable by Capitol out of moneys then or thereafter owing by Capitol to Apple under the Entire Agreement. The Price Adjustment shall be an amount equal to the difference between the net price which Apple shall have charged Distributor in respect of Apple's records as to which the Price Adjustment is applicable and the sum of Apple's costs for such records computed in accordance with Schedule "A" hereto plus the "old rate" applicable to the sale thereof.

(e) The following is a list of the proportion of Capitol's net sales of records as to which the Price Adjustment shall be applicable in the case of the various types of delivery default:

(i) As to all years of the term except the third and final years:

Exhibit C-2.

NATURE OF DELIVERY DEFAULT--FAILURE TO DELIVER:	PERCENTAGE OF CAPITOL'S NET SALES OF RECORDS ON WHICH PRICE ADJUSTMENT SHALL BE APPLIED:
1 new single record	33 1/3% of single records purchased
2 new single records	66 2/3% of single records purchased
3 new single records	100% of single records purchased
1 pick-up album	33 1/3% of albums purchased
1 new album	33 1/3% of albums purchased
1 new and 1 pick-up album	66 2/3% of albums purchased
2 new albums	66 2/3% of albums purchased
2 new albums & 1 pick-up album	100% of albums purchased.

(ii) As to the third year of the term:

1 new single record	33 1/3% of single records purchased
2 new single records	66 2/3% of single records purchased
3 new single records	100% of single records purchased
1 pick-up album	25% of albums purchased
2 pick-up albums	50% of albums purchased
1 new album	25% of albums purchased
1 new and 1 pick-up album	50% of albums purchased
1 new and 2 pick-up albums	75% of albums purchased
2 new albums	50% of albums purchased
2 new and one-pick-up album	75% of albums purchased
2 new albums and 2 pick-up albums	100% of albums purchased

(iii) As to the final year of the term:

1 new single record	50% of single records purchased
2 new single records	100% of single records purchased
1 new album	100% of albums purchased

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not then in default under any of the exclusivity provisions of this Agreement and that Capitol enjoys total net album sales under this Agreement of at least Five Hundred Thousand (500,000) units of each of the last two new albums derived from Group III Masters (as distinguished from releases of albums derived from Group I and Group II masters and from pick-up albums derived in whole or in part from Group III masters) which are released during the last year of the first three years of the term, then in respect of all of Capitol's sales of Apple's records after the expiration of the third year of the term, the prices to be paid shall be those specified in Schedule "B" attached hereto and thenceforth all references herein to Schedule "A" shall be deemed references to Schedule "B". If at the commencement of the fourth year of the term, the foregoing conditions have not been met, transactions between the parties involving Apple's records shall continue to be governed by the prices specified in Schedule "A", but if at any time during the balance of the term said conditions are met, then Schedule "B" shall thereafter become applicable and a retroactive adjustment shall be made

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in respect of all net transactions since the commencement of the fourth year of the term in order to bring all prices in connection with such transactions to the level they would have been at had the prices specified in Schedule "B" been applicable thereto.

9. (a) Capitol shall not be liable to Apple for failure to press and deliver records in accordance with its obligations under this Agreement or for its delay in so doing if such failure or delay is caused by force majeure.

(b) Apple shall not be liable to Capitol for failure to order or take delivery of records from Capitol in accordance with its obligations under this Agreement or for its delay in so doing if such failure or delay is caused by force majeure.

10. In the event of loss or damage to Apple resulting from defects in material, equipment, and/or services furnished by Capitol and/or negligence of Capitol's personnel, Capitol's sole obligation shall be to have the defective material replaced and the services ordered by Apple performed again without additional charge.

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11. Capitol will, at the request of Apple, store and hold possession of Beatles masters at Apple's sole risk and Capitol will assume no liability in respect of said masters, including but not limited to loss from negligent destruction thereof while in the possession of Capitol. All lacquer and metal masters, matrices, mothers, stampers and the like, processed by or for Capitol for use in the pressing of Apple's records shall be Capitol's property.

12. Apple agrees to resell and Capitol agrees to repurchase all of Apple's records which are returned to Apple by Distributor. Repurchases hereunder shall be at the same prices as are specified in Schedule "A", as the case may be. Records returned hereunder shall be apportioned as between records purchased by Apple under Article II, Section 2, and those furnished by Capitol to the same ratio as obtained in the applicable purchase or purchases. The amount of credit or refund shall be computed in accordance with Schedule "A". Capitol may warehouse records repurchased by it hereunder against future orders or it may destroy same for scrap, as it may determine. Provided that Capitol will provide Apple with a detailed Certificate evidencing such destruction.

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13. If Capitol (i) does not itself manufacture any type of records or any other sound reproducing device, whether now known or hereafter known, other than standard disk records, 8-track tape records or tape records in the cassette configuration; or (ii) if Capitol should for any other reason deem it advisable to license 4-track tapes or reel to reel tapes, Capitol may license others the right to manufacture, sell, exploit and distribute in the United States records derived from Beatles masters. Capitol may grant to its licensees such of the rights and privileges which Apple grants to Distributor as Capitol deems necessary to obtain favorable terms in the negotiations for such licenses, provided Capitol will pay to Apple an amount equal to 17.5 Per Cent of100% of the retail list price of all records derived from Beatles masters sold by such licensees, computed and paid in accordance with the terms and provisions of Addendum No. 1, attached hereto. Anything to the contrary notwithstanding, in the event Capitol desires hereafter to license to others the rights

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referred to above, Capitol will first notify Apple of its intention to do so, setting forth the details and provisions of the proposed license. Apple shall have a period of thirty (30) days in which, on behalf of Capitol, Apple may attempt to negotiate with the same or any other licensees, terms and provisions more favorable than those set forth in the notice referred to. Capitol agrees to enter into any such more favorable license agreements.

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ARTICLE III

DISTRIBUTION

1. Apple hereby grants to Capitol and Distributor, and they each do hereby accept all of the rights which Apple derives under the Licensing Contract, except (i) the right to manufacture records in the United States, (ii) the distribution by mail direct to consumers, and (iii) the right to manufacture and distribute one motion picture sound track album which Apple is obligated to give to United Artists under a pre-existing contractual arrangement.

2. In furtherance of the grant made in Section 1 immediately above, Apple designates and appoints Distributor, exclusively, for the distribution in the United States of all Apple records. Distributor accepts the designation and appointment and agrees to devote its best efforts nationally to distribute, sell, advertise and exploit Apple's records. Apple does hereby advise the order service department at the pressing plants at which Apple's records are manufactured to accept orders from Distributor for the pressing of records to be manufactured from Beatles masters for delivery pursuant to instructions from Distributor. Distributor agrees to order the delivery of records from Beatles masters in such quantities as Distributor deems proper in

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the exercise of good business judgment. To implement the designation and appointment, Apple hereby grants to Distributor insofar as said rights are granted to Apple by EMI under the Licensing Contract, the following exclusive rights throughout the United States which Distributor may use:

(a) To own, subject to payment, distribute, exploit, market, sell, use and otherwise deal in Apple's records acquired hereunder, in any manner deemed by Distributor to be appropriate.

(b) To advertise, publicize and exploit Apple's records by any and every means, and particularly, but without limiting the generality of the foregoing, and to the extent Apple has such rights, to use the names and likenesses of the Artists and other creative personnel whose services are rendered or whose performances are embodied in said records. All national trade advertising issued by Distributor shall be subject to Apple's prior approval, and all such approvals shall be deemed given if in each case such

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advertising is not disapproved in writing within three (3) days after receipt by Apple. In the event that Apple shall timely disapprove such materials, then Apple, shall, concurrently with the notice of such disapproval, submit alternate material for Capitol's approval.

(c) To use the title or titles by which Apple's records or the selections embodied therein may be known or identified to the extent that Apple acquires such rights.

(d) To authorize public performances of Apple's records.

(e) To permit, license and authorize others to exercise, directly or through persons designated by them, all or any of the Distributor's rights hereunder.

3. Distributor shall have exclusive control of the exercise of the rights granted to it hereunder, including, but not by way of limitation the sole and absolute right

to determine in what quantities records pressed from Beatles masters shall be released and to whom sold. Apple's records shall be available for release in the United States simultaneously with the United Kingdom release, if any, of comparable records. Distributor may exercise its rights either directly or through a parent, subsidiary or affiliated company or through independent distributors with whom it may have contractual arrangements (all of whom, except where the context otherwise specifically requires, are deemed included in this Agreement within the word "Distributor"). Nothing in this Agreement shall be construed to prevent or restrict Capitol or Distributor from producing, distributing and otherwise exploiting records of any kind, including those produced by itself or other persons, whether or not competitive to any of Apple's records.

4. Distributor has not made and does not make hereby, any statement with respect to the quantities of Apple's records which may be sold or the prices at which same may be sold or the proceeds which will or may be derived by Distributor pursuant to this Agreement. Apple recognizes that the extent of the sales and the amount of

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proceeds which may be derived therefrom is speculative and agrees that the judgment of Distributor in regard to any matters affecting the sale, distribution and exploitation of Apple's records purchased by Distributor hereunder shall be binding and conclusive upon Apple so long as such judgment is exercised in good faith. Apple agrees that it will not make any claim, nor shall any liability be imposed upon Distributor based upon any claim merely that more sales could have been made than were made by Distributor. Distributor agrees, however, to exercise all of its rights under this Agreement in good faith, in accordance with its business practices and policies, and nothing in this Agreement shall be construed to release Distributor from its obligation to act in good faith.

5. All costs and expenses in connection with Distributor's activities with respect to the distribution, advertising and exploitation of Apple's records pursuant to this Agreement shall be the responsibility of Distributor.

6. Distributor will prepare at its own cost and expense covers and liners for album jackets, boxes, and other containers in which Distributor proposes to

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package Apple's records and Distributor will fabricate or purchase the required quantities of such materials. In the preparation of such materials, Distributor shall use the same art work, layout and notes as were used for the packaging of corresponding records in the United Kingdom. If such album is not to be released in the United Kingdom, Apple will supply art work for a cover to Capitol which, in the event Apple does not supply color separations, will be delivered at least sixty (60) days before scheduled release of said album, and, in the event Apple does deliver color separations, shall be delivered at least twenty-one (21) days before such scheduled release. . If Distributor's counsel gives Distributor an opinion that use of such art work is illegal in any state in the United States, Apple will provide substitute art work subject to such an opinion by counsel.

7. Distributor shall purchase from and pay Apple for all Apple's records ordered by Distributor; and Apple shall sell Apple's records exclusively to Distributor in accordance with Distributor's orders. The prices to be paid by Distributor for purchases of Apple's records during the initial three years of the term are specified in Schedule "A" attached hereto.

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8. (a) Apple agrees to sell to Distributor at a discount a quantity not in excess of ten (10) single records for every one hundred (100) such records purchased by Distributor at regular prices. The amount of discount hereunder shall be as set forth on Schedule "A".

(b) Apple also agrees to sell to Distributor at a discount, an additional quantity of Apple's records hereunder for distribution free of charge or at special low prices to disc jockeys, radio stations, record reviewers, the trade press and other similar customary recipients. The amount of discount in respect of such promotional records shall be as set forth on Schedule "A".

(c) Distributor and Capitol agree that Apple may purchase from Capitol for promotional purposes, including distribution through the Beatles Fan Club Five Thousand (5,000) single records and Five Thousand (5,000) albums as to each release during the term hereof, the prices shall be as set forth on Schedule "A".

9. Apple records purchased hereunder shall be subject to return by Distributor from time to time during and after the term of this Agreement, for credit against subsequent purchases or for cash refund if Distributor makes no subsequent purchases of Apples' records. Returns

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hereunder shall be at the same prices as are specified in Schedule "A". Single records returned hereunder shall be apportioned as between records purchased by Distributor under Section 2 of this Article III, and those purchased by Distributor under Section 8 (a) of this Article III, in the same ratio as obtained in the applicable purchase or purchases. The amount of credit or refund shall be computed in accordance with Schedule "A".

10. At the end of each month, Apple will invoice Distributor for all records purchased by Distributor hereunder during said month. Within not more than Thirty (30) days after the end of each month of the term, and thereafter, so long as may be required, Distributor will render to Apple a statement of the net quantities of records sold by Distributor during such month, and the credits to which Distributor is entitled, and, concurrently therewith, Distributor will pay Apple the amount shown to be due with no cash or other discount provided that Distributor may subtract from such payment and pay direct to Capitol on Apple's behalf such sums as may then be due Capitol under Section 2 of Article II and such payment shall discharge Apple's obligation to pay such indebtedness.

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ARTICLE IV
LICENSED TERRITORIES AND RECORD CLUBS:

1. Apple grants Capitol the sole and exclusive right to use Beatles masters for the manufacture of records in Canada and Mexico (called the "Licensed Territory") and to distribute, sell, license or otherwise use or dispose of such records in any and all fields of use, provided that, except as provided in Section 7 of this Article IV, below, nothing in this Agreement shall grant Capitol the right to sell records by mail order direct to consumers. In connection with the grant herein, Capitol shall have all of the same rights and obligations it has under Article II and as Distributor has under Article III except insofar as modified herein. Apple shall have all of the same rights and obligations under this Article IV as Apple has under Articles II and III.

2. Apple will furnish to Capitol promptly upon request, one tape copy of each Beatles master, and Capitol shall pay therefor at the actual cost of making such tape plus charges of packing and shipping, provided that this obligation shall be deemed fulfilled upon delivery to Capitol in the United States of such tape copy as provided for under Article II hereof.

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3. All releases in the Licensed Territory will be in the same sequence of coupling as in records released in the United States. Capitol will use the same art work, cover designs and layouts for release in the Licensed Territory as were used for release in the United States and Apple agrees to make such art work available to Capitol. Capitol shall have the right to cause liner notes and other writing to be translated into French and/or Spanish.

4. Anything in this Agreement to the contrary notwithstanding, Capitol's sole obligation with respect to payment in connection with distribution in the Licensed Territory shall be for Capitol to pay Apple an amount equal to % of 90% of the retail list price with respect to records manufactured from Beatle masters and sold, which payments shall be computed and paid in accordance with the provisions of Addendum "1" hereto.

5. With respect to the Licensed Territory, Capitol agrees to pay or cause to be paid directly to the person, firm or corporation entitled to receive such payments, the mechanical license fees on records manufactured and sold under this Article IV.

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6. The provisions regarding label and trademark contained in Section 4 of Article II above shall also govern as to distribution in the Licensed Territory. Capitol shall have the right to manufacture records from Beatles masters and to assign or license the exercise of the rights granted under this Article IV to its subsidiaries or affiliates in the Licensed Territory, provided that such assignment or licensing shall not relieve Capitol of its obligations hereunder.

7. The parties hereto intend to negotiate with Longines Symphonette Society, Inc. for the release of records derived from Beatles masters through the Capitol Record Club in the United States, Canada and/or Mexico on a non-exclusive basis. The parties also wish to enter into contracts with other record clubs in the United States, Canada and/or Mexico for distribution of said records provided that such clubs shall pay a royalty of at least 9% of the price of records to members, of which Capitol would be entitled to 3¼% and Apple would be entitled to 5 3/4 %. No such records may be released through any record club earlier than one year after first release in the United States.

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ARTICLE V
GENERAL PROVISIONS:

1. The term of this agreement shall commence on September 1, 1969 and shall expire on January 25, 1976. Each 12-month period during the term commencing on September 1 and expiring on August 31 is referred to as a "year of the term" and the period from September 1, 1975 through January 25, 1976, is referred to as the "final year of the term". Provided, however, notwithstanding the expiration of the term, the provisions of this agreement other than those pertaining to the delivery of Beatles masters shall continue in force and effect if and so long as Apple continues to be the licensee of EMI on substantially the same terms as those contained in The Licensing Contract.

2. No casual or inadvertent failure to comply with a provision of this agreement shall give rise to a cause of action under this Agreement unless the aggrieved party shall give notice to the other thereof and such failure thereafter persists.

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3. Any notices, demands, or the like which are required to be given under this Agreement or which either party may desire to give to the other, shall be given in writing and may be served upon the party by registered airmail, postage prepaid, or by telegram prepaid, addressed as follows:

As to notices to be served on Capitol:

CAPITOL RECORDS, INC.
P.O. Box 2391
Hollywood, California 90028
Attention: Secretary

As to notices to be served on Apple:

APPLE RECORDS, INC.
c/o ABKCO Industries, Inc.
1700 Broadway
New York, New York 10019

or to such other persons and/or addresses as the respective parties may from time to time designate by notice given in conformance with the above. In all cases, the date of sending such notice shall be the effective date thereof.

4. Capitol shall maintain at its Executive Offices in Hollywood, California, true and accurate books and records relating to the manufacturing, to

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purchases and sales of Apple's records made pursuant to the provisions of this Agreement. Apple shall be entitled, by means of an independent certified public accountant, to make an examination and audit of said books and records at Apple's own expense, upon at least seven days notice in writing of its desire to do so. Said examination and audit shall be conducted during normal business hours and in such manner as not unreasonably to interfere with Capitol's usual business operations. Apple shall be deemed to have consented to all statements and accountings rendered hereunder and the same shall be binding upon Apple and not subject to objection by it for any reason whatever unless specific objection in writing stating the basis thereof is given to Capitol within three years from the date rendered. Audit rights hereunder shall also apply to Capitol's licensees and assignees, if any; and Capitol agrees to insert in any such license, assignment or other agreement, a provision for such audit rights.

5. No waiver of any term or condition of this Agreement or any part thereof shall be deemed a waiver of any other term or condition of this Agreement or of any later breach of this Agreement or of any part thereof.

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6. Neither party may assign this Agreement nor any part thereof or rights thereunder to any person without the written consent of EMI except that Capitol and/or Distributor may, without such consent, assign this Agreement in toto to its shareholder or shareholders, to a parent or subsidiary corporation, or to any person acquiring substantially all of such assignor's assets, but no assignment shall relieve such assignor of liability hereunder.

7. This Agreement has been substantially negotiated and is executed in the State of New York, the law of which State shall govern the interpretation, performance and enforcement of this Agreement.

8. (a) Capitol represents and warrants that, with reference to all corporations subsumed under the title "Capitol", each such corporation is validly organized and in good standing, and is authorized to do business in the jurisdictions in which it is doing business. Capitol Records, Inc., and Capitol Records Distributing Corp., each on behalf of itself and all other corporations subsumed under the title "Capitol"

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has full power and authority to enter into this Agreement and undertake the obligations undertaken by it or them hereunder and to grant to Apple the rights herein granted. Capitol Records, Inc. is a corporation organized under the laws of the State of California; Capitol Records Distributing Corp. is a corporation organized under the laws of the State of Delaware.

(b) Apple represents and warrants that it is a corporation validly organized and in good standing under the laws of the State of New York, and is or will be authorized to do business in the states in which it is doing business; that it has full power and authority on behalf of itself; and that it has entered into the Licensing Contract with EMI.

9. (a) Capitol shall indemnify and hold Apple harmless against loss, damage, cost or expense (including reasonable attorney's fees incurred) arising out of any suit, claim or demand which may be brought or made against Apple based upon any act or conduct which constitutes a breach or alleged breach (or alleging facts which if true would constitute a breach) of any of Capitol's covenants, representations, warranties or agreements under this Agreement, or arising

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out of any lien, levy, attachment or other encumbrance levied on or asserted against Apple or any property of Apple by reason of any such breach or alleged breach on the part of Capitol or by reason of any act performed or material furnished by Capitol under this Agreement. If any such suit, claim or demand is brought or made, Capitol may elect either to undertake the defense thereof or to notify Apple to undertake the defense thereof. If Capitol declines or fails promptly to undertake such defense, Apple may do so at Capitol's expense. If Capitol shall undertake such defense, Apple nonetheless may elect to join therein, in which case, Apple shall bear its costs and expenses thereof. In all cases hereunder Capitol and Apple shall give prompt aid, assistance and cooperation, including the giving of testimony and the furnishing of documents as may be deemed necessary or appropriate by defending counsel.

(b) Apple shall indemnify and hold Capitol harmless against loss, damage, cost or expense (including reasonable attorney's fees incurred) arising out of any suit, claim or demand which may be brought

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or made against Capitol based upon any act or conduct which constitutes a breach or alleged breach (or alleging facts which if true would constitute a breach) of any of Apple's covenants, representations, warranties or agreements under this Agreement, or arising out of any lien, levy, attachment or other encumbrance levied on or asserted against Capitol or any property of Capitol by reason of any such breach or alleged breach on the part of Apple or by reason of any act performed or material furnished by Apple under this Agreement. If any such suit, claim or demand is brought or made, Apple may elect either to undertake the defense thereof or to notify Capitol to undertake the defense thereof. If Apple declines or fails promptly to undertake such defense, Capitol may do so at Apple's expense. If Apple shall undertake such defense, Capitol nonetheless may elect to join therein, in which case, Capitol shall bear its costs and expenses thereof. In all cases hereunder Capitol and Apple shall give prompt aid, assistance and cooperation, including the giving of testimony and the furnishing of documents as may be deemed necessary or appropriate by defending counsel.

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(c) References to "indemnification" and other forms of the verb "indemnify" in this Agreement shall be governed by the foregoing provisions of this Section.

(d) Capitol and Apple agree to cooperate in the enforcement and protection as against third persons of all their joint and several rights in the masters and phonograph records derived therefrom, including but not by way of limitation, the protection of titles, album covers, and other unique features contained or used in or related to such masters and phonograph records.

10. If:

(a) either party is adjudicated a bankrupt or files a petition in bankruptcy or for reorganization, or takes advantage of the insolvency laws of any state, territory or country, or if a receiver, trustee or similar court officer with like functions and powers is appointed by a court of competent jurisdiction

Exhibit C-2.

to administer business or assets, or if such party voluntarily or involuntarily goes out of business or attempts to assign, mortgage or pledge all or substantially all of its assets for the benefit of its creditors; or

(b) there is a dissolution or liquidation of either party or its consolidation or merger into any other corporation or other entity, under which there is a transfer or assignment of any of such party's assets, including but not limited to the Licensing Agreement, unless such assignee or transferee shall acknowledge and agree in writing that it is obligated to and will comply with and perform all of the terms of this Agreement;

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then the other party may thereupon terminate this Agreement by giving notice to such party of its desire so to terminate. In the case of (a), termination shall take effect forthwith upon the giving of notice; and in the case of (b), termination shall take effect in 30 days if, during said period, such party has not cured its default. Nothing contained in (b) above shall operate to enlarge upon the rights of a party to make any assignment of rights under this Agreement, as provided in Section 6 of this Article V.

11. The parties agree that Apple shall not be in breach of any or all of its obligations under this Agreement in the event that EMI terminates the License Agreement without cause or EMI otherwise without cause fails, refuses or neglects to comply with its obligations to Apple under the License Agreement.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CAPITOL RECORDS, INC.

BY: [signature]

President

TITLE

CAPITOL RECORDS DISTRIBUTING COR

BY: [signature]

President

TITLE

APPLE RECORDS, INC.

BY: [signature]

An Authorized Signer

TITLE

E271

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Single	.95	.32500	.32500	.30756	.30755	.4592
SP	4.98	1.72500	1.72500	1.71852	1.70835	1.7816
SM	5.98	1.63100	1.63100	1.49643	1.47100	2.1916
SMSB	5.98	1.56100	1.56100	1.46965	1.42560	2.1231
SMSB	5.98	1.56100	1.56100	1.46965	1.42560	2.1231
SM40	9.98	2.66200	2.66200	2.44173	2.40120	3.5765
SM40	11.98	3.20000	3.20000	2.95135	2.90170	4.3817
MFJ	( )	( )	( )	( )	( )	5.6344/
VIP	5.98	1.76200	1.76200	1.67661	1.65821	2.1920
VIP	7.98	2.48400	2.48400	2.34656	2.30079	3.0681
VIM	5.98	1.76200	1.76200	1.67661	1.65821	2.1920
VIM3	9.98	3.17000	3.17000	3.01681	2.98348	3.9443
ZZ	3.98	1.22700	-	1.15879	-	1.5711
ZZ	3.98	1.22700	-	1.15879	-	1.5711
ZT	7.98	2.30000	-	2.18076	-	2.9023
EXP	6.98	1.65100	1.65100	1.54455	1.52143	2.1918
SX	9.98	2.64200	2.64200	2.47040	2.45362	3.5066
EX	6.98	1.65100	1.65100	1.54455	1.52143	2.1918
EX	11.98	3.30190	3.30190	5.08766	3.04117	4.3819
4XP	5.98	1.38140	1.38140	1.29560	1.27711	1.8134
4XP	5.98	1.38140	1.38140	1.29560	1.27711	1.8134
4XM3	11.98	3.04950	3.04950	2.93490	2.91024	3.6253
Note:	Blue Alarm only (2346)					
SMSB	5.98	1.80464	-	1.73026	-	2.1231
EXP	6.98	1.87000	-	1.81424	-	2.1918

Plus applicable medical Union fees.

.35725	.35725	.34388	.34180	.4246
1.11502	1.10567	1.06732	1.05819	1.3239
1.45392	1.44457	1.40222	1.39309	1.7578
1.45392	1.44457	1.40222	1.39309	1.7578
1.45392	1.44457	1.40222	1.39309	1.7578
2.21634	2.20163	2.11694	2.09818	2.6241
2.90944	2.89473	2.81004	2.79129	3.5012
1.92611	1.82611	1.76925	1.75460	2.1335
2.78432	2.78432	2.37061	2.34609	3.0571
2.00501	2.00501	1.94815	1.93590	2.2914
3.25002	3.25002	3.13631	3.11179	3.8228
1.38018	--	1.34227	--	1.5711
1.38018	--	1.34227	--	1.5711
2.41601	--	2.55905	--	2.9023
2.31466	2.31466	2.24324	2.22704	2.6743
3.10352	3.10352	2.96067	2.92587	3.8228
2.31466	2.31466	2.24324	2.22704	2.6743
4.63492	4.63492	4.49207	4.46127	5.3542
2.00986	2.00986	1.93844	1.92304	2.3695
2.00986	2.00986	1.93844	1.92304	2.3695
4.02562	4.02562	3.88277	3.85197	4.7449
1.53770	--	1.50865	--	1.6578
2.46451	--	2.42285	--	2.6743

BEST COPY AVAILABLE

Exhibit D - EMI/Apple 1969 Agreement.

AN AGREEMENT made the 1st day of September One thousand nine hundred and sixty nine BETWEEN THE GRAMOPHONE COMPANY LIMITED (trading as E.M.I. Records) of Hayes, Middlesex, England (hereinafter called "E.M.I.R.") of the first part APPLE RECORDS INC a New York corporation, c/o Abkco Industries Inc., 1700 Broadway, New York, N.Y. 10019, U.S.A. (hereinafter called "the LICENSEE") of the second part

WHERE IT IS AGREED as follows:-

1. FOR the purpose of this Agreement:-

(a) "Matrix" means recorded tape, disc, master, mother or stamper or any other sound bearing contrivance or device intended for use in the manufacture of records, reproducing the recordings referred to in Schedule Clause 1 (hereinafter called "the recordings")

(b) "Record" means disc record, tape record or any other sound bearing contrivance or device (not being a matrix) reproducing the recordings

(c) "The Territory" means the United States of America, Mexico and Canada

(d) "Schedule" means the provisions set out in the clauses of the schedule hereto and which shall be deemed to be incorporated herein

Exhibit D.

2. E.M.I.R. grants to the LICENSEE the sole and exclusive right to manufacture, advertise, distribute and sell in the Territory under such trademark as the LICENSEE may select records derived from all the recordings PROVIDED THAT the LICENSEE enters into a Manufacturing and Distrbution Agreement with CAPITOL RECORDS INC of 1750 North Vine Street, Hollywood, California 90028 including any of its United States subsidiaries (hereinafter collectively referred to as "CAPITOL") in the form attached hereto

3. (a) E.M.I.R. shall supply free of cost to the LICENSEE sample records of the recordings the LICENSEE bearing all shipping charges

(b) E.M.I.R. shall supply or cause to be supplied to the LICENSEE at actual cost to E.M.I.R. plus shipping and other incidental expenses, matrices of the recordings and the LICENSEE warrants that it will not use the said matrices nor permit the use thereof for any purpose other than the manufacture of records as provided for in this Agreement

(c) The supply of matrices shall not imply a change of ownership in the recordings contained therein and all matrices shall be and remain the property of E.M.I.R. Derivative copies thereof made by the LICENSEE shall be and remain the property of the LICENSEE subject to the provisions of clause 9 hereof

(d) E.M.I.R. warrant that all matrices supplied hereunder will be suitable for the manufacture of records of a quality

Exhibit D.

consistent with E.M.I.R.'s records of the same class and shall be satisfactory to Capitol and undertakes to replace any matrix which is defective, free of charge to the LICENSEE and will further indemnify LICENSEE against any claim arising out of the use of any such defective matrix

4. THE LICENSEE shall have the right at its sole discretion to decide whether and when to commence or discontinue or recommence the production, reproduction, sale, use and performance (including broadcasting by all and every means whatsoever and including remuneration from broadcasting or performances if any) of records derived from the recordings and also to fix or alter the prices of the records

5. E.M.I.R. warrants that prior to the despatch of each sample record the consent of all artists, including musicians, whose performances are reproduced in the recordings together with all other consents necessary for the manufacture and sale of the records and for the use and publication by the LICENSEE of the names and photographs of the said artists for trade and advertising purposes will have been secured and E.M.I.R. shall at all times keep the LICENSEE indemnified against all costs damages and expenses of claims arising out of such manufacture sale use and publication to the extent that there is a breach of the warranties contained in this clause

Exhibit D.

6. THE LICENSEE shall not use on or in any printed matter issued in relation to any record sold by the LICENSEE pursuant to this Agreement any trademark of Electric & Musical Industries Limited or of any of E.M.I.R.'s subsidiary companies or any expression likely to be taken as a reference to the name or trading style of Electric & Musical Industries Limited or any of E.M.I.R.'s subsidiary companies except where Capitol are so entitled to do by any agreement with E.M.I.R.

7. THE LICENSEE shall be solely responsible for the fulfilment of all copyright obligations arising out of the manufacture and sale of the records hereunder and except as otherwise expressly provided herein LICENSEE shall also be responsible for the discharge of all liability to any artists or any other third party arising out of the manufacture sale use and publication in the territory of the recordings save and except any royalty payable by E.M.I.R. pursuant to an Agreement dated 1st September 1965 as amended and made between E.M.I.R. (1) A.I.R. (Record Productions) London Limited (2) George Henry Martin (3) John Edward Burgess (4) Ronald Richard Pratley (5) and Peter Michael Sullivan (6)

8. NEITHER party may assign this Agreement or any part thereof or rights hereunder without the written consent of the other save that either party may without such consent assign this Agreement in toto to its shareholder or shareholders to a parent or subsidiary corporation or to any person firm or corporation acquiring substantially all of assignors assets, but no assignment shall relieve such assignor of liability hereunder

Exhibit D.

9. (a) E.M.I.R. shall have the right to terminate this Agreement forthwith in the event of:-

(i) the liquidation or bankruptcy of the LICENSEE either voluntary or compulsory, but this shall not include a voluntary liquidation for the purpose of reconstruction;

In the event of E.M.I.R. terminating this Agreement under this sub-paragraph E.M.I.R. will pay to Apple Corps Ltd of 3 Savile Row London W.1 its successors or assigns instead of LICENSEE in respect of records sold in the territory subsequent to termination a sum equal to that which LICENSEE would have received had the said records been sold under the Agreement referred to in Clause 2 hereof

(ii) a breach by the LICENSEE of any of the exclusivity provisions contained in Article II.1 and Article III.1 and 2 of the Agreement referred to in Clause 2 hereof which breach shall not have been remedied within thirty (30) days of notice being given to E.M.I.R. to the LICENSEE to remedy such breach

In the event of E.M.I.R. terminating this Agreement under this sub-paragraph then in respect of records sold in the territory subsequent to the date of termination E.M.I.R. shall cause to be paid to LICENSEE a sum equal to that which LICENSEE would have received had the said records been sold under the Agreement referred to in Clause 2 hereof

Exhibit D.

(b) In the event of E.M.I.R. terminating this Agreement or procuring the termination of this Agreement for any other cause E.M.I.R. in respect of records sold in the territory subsequent to the date of such termination shall pay to LICENSEE a sum equal to that which LICENSEE would have received had the said records been sold under the Agreement referred to in Clause 2 hereof

(c) On the expiration of the term of this Agreement the LICENSEE shall continue to have the sole and exclusive right to use for the manufacture of records the matrices supplied hereunder together with all derivative copies thereof PROVIDED THAT and so long as the Agreement referred to in Clause 2 hereof shall continue upon substantially the same terms and PROVIDED also that if for any reason E.M.I.R. shall terminate the rights granted under this sub-clause (c) either with or without cause or if the relationship of manufacturer and distributor between LICENSEE and Capitol shall be terminated E.M.I.R. will thereafter pay in respect of records sold in the territory sums of money calculated on the same basis as set out in sub-clause (b) of this Clause

10. SUBJECT to Clause 9 above the duration of this Agreement shall be for the period from 1st September 1969 until the 26th January 1976

11. ALL notices, writs, legal process or any other documents served under or in respect of this Agreement shall be addressed to the party to be served at the address of that party

Exhibit D.

hereinbefore appearing or at such other address for service as may be agreed in writing and shall be sent by registered air mail post and shall be deemed to have been delivered in the ordinary course of such post

12. NO modification amendment or waiver of this Agreement or any provisions thereof shall be binding upon E.M.I.R. and/or the LICENSEE unless confirmed by a written instrument signed by an officer of the company to be bound No waiver of any provision of or default under this Agreement shall affect E.M.I.R.'s and/or the LICENSEE's right thereafter to enforce such provision or to exercise any right or remedy in the event of any other default whether or not similar This Agreement shall be construed and given effect to according to the laws of England and the High Court of Justice in England shall be the Court of Jurisdiction

SCHEDULE

1. The Recordings

All recordings made by "The Beatles" either jointly or severally during the period of this Agreement and all records previously made by the Beatles which are owned by and are available to E.M.I.R. for the territory.

Signed by KEN EAST on behalf of THE GRAMOPHONE COMPANY LIMITED in the presence of:-

P. J. HOWARD

20, OUSELEY RD.,
WRAYSBURY, BUCKS.

Authorised Signatory

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EXhibit D.

Signed by JOHN LENNON on behalf of APPLE RECORDS INC in the presence of:-

John Lennon
Authorised Signatory

Lois Kestel
301 East 69 Street
New York, N.Y. 10022
Administrative Assistant

E280

Exhibit D.

DATED 1st September 1969

THE GRAMOPHONE COMPANY LIMITED

and

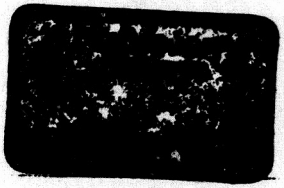
APPLE RECORDS INC.

A G R E E M E N T

Exhibit Q
Brescio Mastering Notes

METTLE / BIG SEVEN A-8018 1A/B
JOHN LENNON

2/3/75



OE 16/16 Prev. 20/20 L 20 4U 20 V 30 Complex HFL cut

+2/3 4/R 10/2.25/2 Gain +1/+1

Prev. Order 10
9
9
109
9
10
9
9

333 4163 Mono
24:16

Same

+2/3 10/2.25/2 Gain +1/+1

109
9
9
9
9
9
9

Def Ex. Q for I.D.

E282

Exhibit AG - Letter From Bill Dietz Assoc. 2/7/75.

BILL DIETZ ASSOCIATES
PHOTOGRAPHY
1181 BROADWAY
NEW YORK, N.Y. 10001
683-7116

February 7, 1975

Adam VIII Ltd.
17 W. 60th St.
New York, N.Y. 10023

ATT: MR. JAMES HALITOS

Dear Mr. Halitos:

Please consider this letter as permission to use Sixteen (16) John Lennon photographs for TV reproduction. It is agreed that one of the transparencies (marked 31485) will be reproduced on both the TV commercial and as an Album Cover.

This release does not cover print media in advertising reproduction under the terms of the sale. Your Company is responsible and liable for the permission and release of the talent photographed and pictured, namely John Lennon.

Your payment of our invoice to you in the amount stipulated in your Purchase Order automatically covers you against any additional payment for use of the transparencies.

Thanks for the opportunity of working with you.

Sincerely

Bill Dietz

WILLIAM D. DIETZ

WDD:cf

Def. Ex. AG for I.D.

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Exhibit AG.

BILL DIETZ ASSOCIATES
PHOTOGRAPHY
181 BROADWAY
NEW YORK, N.Y. 10001

Mr. James Palitsos
Adam VIII Ltd.
17 West 60th St.
New York, N.Y. 10023

Exhibit AN - Jurgen Vollmer Letter 1/31/75.

January 31, 1975

Capitol Records, Inc.
1750 North Vine Street
Hollywood, California 90028

Gentlemen:

I am transmitting herewith six (6) photographs which I understand you and your licensees propose to use on the jacket of and in connection with the advertising, promotion, marketing and merchandising of a John Lennon phonograph album on the Apple label throughout the world.

I represent, warrant and agree that I have not granted and will not grant the same or similar rights to any other person, firm or corporation for similar uses. Except as stated above, I hereby reserve to myself all other rights in and to said photographs.

In consideration of the rights I have granted you and limitations, you have agreed to pay me $750.00.

Very truly yours,

Jurgen Vollmer

Jurgen Vollmer
94 Clark Street
Brooklyn, New York 11201

RY:ja

Accepted and agreed to by _____
Robert Edson

Def. Ex. AN for I.D.

Exhibit AR - Plaintiffs' Bill of Particulars (Composite of Demand and Response).

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

- X

G SEVEN MUSIC CORP., and ADAM VIII, LTD.,

Plaintiffs,

-v.-

JOHN LENNON, APPLE RECORDS, INC., HAROLD SEIDER, CAPITOL RECORDS, INC. and EMI RECORDS LIMITED,

Defendants,

-and-

MORRIS LEVY,

Additional Defendant on Counterclaim.

- X

Index No. 2924/75

PLAINTIFFS' BILL OF PARTICULARS

Plaintiffs, for their Bill of Particulars, state:

1. With respect to the allegations contained in Paragraph 12 of the compl int:

(a) state whether the agreement referred to therein was in writing or oral;

1. (a) Oral

(c) if the agreement was oral, set forth:

(v) the date the agreement was concluded;

(v) On or about October 8 or 9, 1974.

(vi) the exact and complete terms and conditions of said agreement;

Def. Ex NK for I.D.

Exhibit AR.

(vi) In or about October 1974, Lennon, individually and on behalf of Apple, agreed that the October 1973 settlement would be modified to provide that Lennon would record approximately 15 rock and roll songs, including several songs previously recorded under the production of one Phil Spector, which would be sold as a record and tape under the title "Roots" (hereinafter referred to collectively as the "album") by Big Seven or its assignee on a world-wide basis, through mail orders and retail fulfillment centers, by means of television merchandising. Big Seven agreed to pay Lennon and Apple an aggregate royalty of 12%, and Lennon and Apple agreed that they would pay any obligations owed to Phil Spector and others.

Lennon, Apple and Seider each represented to Big Seven that neither Lennon nor Apple had any contract with anyone which prohibited Lennon from making the album for Big Seven and that neither had previously given television merchandising rights to anyone. Big Seven duly relied on said representations.

Lennon, Apple and Big Seven all agreed that the recording and promotion of the album would be done as quickly as possible, and that during the time

Exhibit AR.

Big Seven was promoting the album, Lennon and Apple would not license or permit anyone but Big Seven to manufacture, sell or promote the album or any substantially similar recording.

(vii) whether any consideration was given therefor and if so, in what amount -- or the nature of the consideration -- and by whom given;

(vii) Big Seven agreed not to sue Lennon and Apple for breach of the October, 1973, settlement and to pay the royalties specified in answer to 1(c)(vi).

2. With respect to the allegations contained in Paragraph 13 of the complaint:

(a) state whether the representations referred to therein were made in writing or orally and if in writing set forth a true copy thereof,

2. (a) Oral

(b) if oral, set forth:

(i) the exact language used by Lennon, Apple and Harold Seider ("Seider") to make the representations referred to therein,

(b)(i) Lennon, Apple and Seider each represented to Big Seven that neither Lennor nor Apple had any contracts with anyone which prohibited Lennon from making the album for Big Seven and that neither had previously given television merchandising rights to anyone.

Exhibit AR.

(ii) the manner in which said representations were made (by telephone, in person, etc.);

(ii) In person

(iii) the persons to whom said representations were made;

(iii) Levy and Kahl

(iv) the date of each such representation; and

(iv) On or about October 8 or 9, 1974.

(v) the person or persons who made such representations on behalf of Apple.

(v) Lennon

3. With respect to the allegations contained in Paragraph 14 of the complaint:

(a) set forth whether the agreement referred to therein was in writing or oral;

3. (a) Oral

(c) if the agreement is oral, set forth:

(v) the date the agreement was concluded;

(c) See the answers given to 1(c).

Exhibit AR.

5. With respect to the allegations contained in Paragraph 16 of the complaint:

(a) state whether the agreement referred to therein was in writing or oral;

5. (a) Writing

(b) if the agreement is in writing, set forth:

(b) Copy attached

6. With respect to the allegation in Paragraph 20 specify:

(a) the manner (by telephone, in person, etc.) in which plaintiffs informed Seider of such preparations,

6. (a) In person

(d) whether any other persons were present when Seider was so informed.

(d) No

7. With respect to the allegations in Paragraph 21 of the complaint, set forth in detail:

(a) the call letters and locations of the television stations on which the album was advertised,

(b) the date of each such advertisement;

(d) the cost of said advertisements.

7. (a)(b) and (d) Schedule ("John Lennon 'Recap'") attached.

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Exhibit AR.

	STATION	MARKET	1 ORIG SCH DATES	2 TOTAL F's. ($.00)	3 CONTRACT #	4 REVISED SCH DATES	5 ACTUAL $'s ($.00)	6 CONTRACT # RCV.
1	KHJ	Los Angeles	2/19-2/25	2750	6814	C. B.S.	-0-	6975
2	KTLA	Los Angeles	2/19-2/25	2642	6815	C. B.S	-0-	6956
3	KGO	San Francisco	2/19-2/25	3600	6846	C B.S.	-0-	6957
4	WCAB	Bristol/J.City	2/24-3/2	735	6842	C B.S.	-0-	6858
5	KTW	Austin Tex.	2/18-3/3	828	6801	C B.S	-0-	6860
6	KURL	Houston	2/18-2/24	1000	6814	C B.S.	-0-	6856
7	KIVI	Boise	2/20-3/5	1440	6817	C B.S	-0-	6855
8	WFTV	Youngstown	2/12-2/25	1040	6805	2/12-2/16	300	6902
9	WYEA	Columbus G.	2/10-2/16	288	6756	2/11-2/13	108	6845
10	WFIE	Evansville	2/10-2/16	396	6836	2/10-2/14	130	6853
11	WTCN	Minneapolis	2/10-2/16	750	6761	2/10-2/11	290	6863
12	WVUE	New Orleans	2/15-2/21	1150	6770	C B.S	-0-	6794
13	KDNL	St Louis	2/10-2/16	540	6757	2/11-2/13	300	6866
14	WNGP	Wilkes Barre	2/10-2/17	560	6766	2/10-2/14	320	6864
15	WDAF	Kansas City	2/17-2/23	1110	6760	C. B.S.	-0-	6945
16	WCIX	Miami	2/10-2/23	980	6764	2/13-0700	70	6936
17	WKBD	Detroit	2/18-2/19	1500	6783	RAN SCH	1500	—
18	WKBD	Detroit	2/12-3/4	9000	6978	2/16-2/16	3000	7066
19	WKBS	Philadelphia	2/18-2/19	900	6786	RAN SCH	900	—
20	WKBS	Philadelphia	2/12-3/4	7200	6947	2/12-2/16	2400	7070
21	WSNS	Chicago	2/18-2/19	1040	6754	RAN SCH	1040	—
22	WFLD	Chicago	2/18-2/19	720	6796	RAN SCH	720	—
23	WHBQ	Memphis	2/20-3/5	2560	6843	C. B.S.	-0-	6949
24	WVTV	Milwaukee	2/20-3/2	1910	6848	C. B.S	-0-	6950
25	WGR	Buffalo	2/12-2/18	1350	6847	C. B.S	-0-	6951
26	WBAY	Greenbay	2/18-3/3	1520	6815	C. B.S	-0-	6952
27	KTLV	Bakersfield	2/17-2/23	945	6797	C. B.S	-0-	6953
28	WJKS	Jacksonville	2/20-2/5	1360	6823	C. B.S	-0-	6954
29	WKBF	Cleveland	2/18-2/19	1200	6781	RAN SCH	1200	—
30	WKBF	Cleveland	2/15-3/2	6000	6980	2/15-2/16	650	7069
31	WOR	New York	2/18-2/19	1941	6780			
32	WOR	New York	2/10-2/16	2835	6779			
33	WPIX	New York	2/12-2/18	3294	6791			
34	WPIX	New York	2/19-3/4	10118	N.A.	C B.S.	-0-	N.A.
35	WAST	Albany N.Y.	2/18-2/19	300	6778	RAN SCH	300	—
36	WJAR	Providence	2/15-2/21	545	6765	C. B.S	-0-	6868
37	WNGE	Nashville	2/17-3/16	3600	6808	C. B.S	-0-	7064

Exhibit AR.

38	WXIX	Cincinnati	2/11	2/17		800		6752	Rev. Sch.		800	
39	WDCA	Washington D.C.	2/8	2/14		1200		6775	2/8-2/14		840	7021
40	WYTV	Youngstown	2/10	2/16		520		6758	2/12-2/16		300	6862
	KTBS	Shreveport	2/10	2/16		500		6750	2/10-2/16		375	6781

	1	2	3	4	5	6
STATION	MARKET	ORIG SCH DATES	TOTAL #'s (000)	CONTRACT #	REVISED SCH DATES	ACTUAL #'s (000)	CONTRACT # REV
WFEK	Peoria	2/10-2/16	350	6757	2/11-2/12	50	6982
WHP	Harrisburg	2/10-2/16	500	6755	2/10-2/16	400	6859
WABG	Greenwood	2/10-2/16	300	6773	2/10-2/13	150	6983
WGTI	Greenville/N Bern	2/10-2/16	500	6774	2/10-2/16	300	6768
WDXR	Cape Girardeau	2/10-2/16	220	6771	2/10-2/16	125	7022
WPGH	Pittsburgh	2/10-2/16	500	6753	RAN Jct.	500	—
WBFF	Baltimore	2/10-2/16	1000	6769	Rev Sch	1000	—
WBFF	Baltimore	2/17-2/23	1000	6837	CBS	-0-	7066
WTTV	Indianapolis	2/17-2/23	1610	6767	CBS	-0-	7065
WLVI	Boston	2/8-2/14	800	6795	Rev. Sch.		
K2A2	Tucson	2/20-3/5	800	N.A.	CBS		NA
WAPT	Jackson, Miss	2/20-3/5	445	N.A.	CBS	-0-	N.A.

(c) the substance of each advertisement; and

(c) The advertisements stated that the Roots album contained songs never previously recorded by Lennon and was available by mail. Portions of various song tracks were played.

8. With respect to the allegations contained in Paragraph 33, set forth in detail how plaintiffs calculated the figure of $7,000,000 as their damages.

8. Damages are calculated on expected sale of 2,000,000 albums in the U.S. at a profit of $2.00 per album, plus 3,000,000 foreign sales at a profit of $1.00 per album.

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Exhibit AR.

Date December 11, 1974

Big Seven Music Corp. does hereby grant to Adam VIII Ltd. the exclusive right, privilege and license to advertise, distribute and sell disc and/or 8-track cartridges manufactured from the masters listed on the attached Schedule "A" which are either owned or leased by Big Seven Music Corp. and all together form the package entitled JOHN LENNON SINGS THE GREAT ROCK & ROLL HITS (A8018). For this right, Adam VIII Ltd. shall pay 1¢ per record sold and 2.4¢ per tape sold to Big Seven Music Corp.

BIG SEVEN MUSIC CORP.

ADAM VIII LTD.

Dated: New York, New York
May 30, 1975

WALTER, CONSTON, SCHURTMAN & GUMPEL, P.C.
Attorneys for Plaintiffs and
Third-Party Defendant Levy
330 Madison Avenue
New York, New York 10017
(212) 682-2323

TO: MARSHALL, BRATTER, GREENE,
ALLISON & TUCKER
Attorneys for Defendant Lennon
430 Park Avenue
New York, New York 10022
(212) 421-7200

Exhibit AS-1 - Apple's First Set of Interrogatories.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BIG SEVEN MUSIC CORP. and ADAM VIII, LTD., Plaintiffs, -against- JOHN LENNON, APPLE RECORDS, INC., HAROLD SEIDER, CAPITOL RECORDS, INC. and EMI RECORDS LIMITED, Defendants, -and- MORRIS LEVY, Additional Defendant on Counterclaim.	RESPONSES AND OBJECTIONS OF PLAINTIFFS AND MORRIS LEVY TO DEFENDANT APPLE RECORDS, INC.'S FIRST SET OF INTERROGATORIES 75 Civ. 1116 (LFM)

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, plaintiffs and counterclaim defendant Morris Levy ("Levy") hereby make their response to defendant Apple Records, Inc.'s ("Apple") First Set of Interrogatories.

The responses herein are made with the reservation of all rights to object on every ground to their use for any purpose during any subsequent proceeding (including the trial) of this, or any other, action.

Def. Ex. AS for I.D.

Exhibit AS-1.

9. Describe the business of Big Seven for the period and in the manner requested in Interrogatory 7.

Response:

Big Seven Music Corp. ("Big Seven") is a music publishing company.

	Y/E 6/30/70	Y/E 6/30/71	Y/E 6/30/72	Y/E 6/30/73	Y/E 6/30/74
Gross sales	292,108	272,230	293,961	118,884	273,035
Net sales	292,108	272,230	293,961	118,884	273,035
Gross profits	292,108	272,230	293,961	118,884	273,035
Net Profit (Loss) before Federal Income Taxes*	74,586	6,548	8,573	(121,474)	9,382

* The above data was extracted from consolidated tax returns. All overhead for the companies included in the consolidation was deducted from Big Seven's profits.

Exhibit AS-1.

10. Describe the business of Adam VIII for the period and in the manner requested in Interrogatory 7.

Response:

Adam VIII, Ltd. ("Adam VIII") sells phonograph records and tapes through television advertising.

	11/72 - 6/30/73	Y/E 6/30/74
Gross sales**	5,257,108	14,577,300
Net sales	3,535,203	11,369,953
Gross profits	1,317,036	4,672,268
Net Profit (Loss) before Federal Income Taxes	177,600	(431,159)

** The data set forth herein includes the figures for Hunt Media Advertising, Inc., a wholly-owned subsidiary of Adam VIII, 90% of the income of which is dependent on Adam VIII.

21. Set forth the factual basis to the extent not already answered for the statement that John Lennon acted on behalf of Apple in relation to Big Seven, Adam VIII or Morris Levy.

Response:

Lennon told Levy that he was the President of Apple, and the agreement the parties reached involved Apple.

Exhibit AS-1.

22. Identify any persons whom you contend acted or communicated on behalf of, purported to bind or otherwise represented Apple in any dealings that you contend Apple had with Big Seven or Adam VIII or Morris Levy between:

(a) September 1, 1973 - October 5, 1974;

(b) October 5, 1974 - December 31, 1974;

(c) January 1, 1975 - February 19, 1975.

Further identify the substance of any such act or communication and the date and place of its occurrence.

Response:

(a) John Lennon

(b) John Lennon

(c) John Lennon

See answers to Interrogatories nos.19, 20 and 21.

24. Describe and identify by date all preparations taken by Adam VIII to which reference is made in paragraph 17 of the complaint. Further identify any contracts, agreements or expenditures entered into pursuant to such preparations.

Response:

Adam VIII began to look for photographs and plan the jacket.

31. State the factual basis for the statement in paragraph 37 of the complaint and describe in detail the particulars of that damage.

Exhibit AS-1.

Response:

Plaintiffs' damages are composed of two elements: (a) loss of profits; and (b) injury to reputation and good will.

Loss of profits are estimated to be $7,000,000 and are calculated on expected sales of 2,000,000 Roots albums in the U.S. at a profit of $2 per album, plus 3,000,000 foreign sales at a profit of $1 per album.

Injury to reputation and good will is also estimated at $7,000,000.

32. Identify all publications concerned with the music or entertainment industry to which Morris Levy, and/or Phil Kahl subscribe to or usually read once or more than once every month. For each publication, identify the length of time during which Morris Levy or Phil Kahl have so subscribed or so read the publications.

Response:

Kahl: Billboard (20 years)
Cash Box (20 years)
Record World (20 years)
Variety (10 years)

Levy: None

33. Identify the source of any information that the plaintiffs or their officers, employees or agents had prior to October 7, 1974 as to:

Exhibit AS-1.

(A) contracts respecting recordings of performances by John Lennon;

(B) the officers and/or agents of Apple;

(C) the ability of any individual to bind Apple;

(D) any provisions in any contracts identified in (A) above with respect to distribution of such recordings by television mail order sales;

(E) any provisions in any contracts identified in (A) above with respect to distribution of such recordings by retail fulfillment centers.

Identify the dates and circumstances under which such information was received.

Response:

A. Defendants' Exhibit 2 for identification in this action and conversations between Levy and Allen Klein of ABKCO in 1973.

B. Conversations between Levy and Allen Klein of ABKCO in 1973.

C. Conversations between Levy and Allen Klein of ABKCO in 1973.

D. Defendants' Exhibit 2 for identification in this action and conversations between Levy and Allen Klein of ABKCO in 1973.

E. Defendants' Exhibit 2 for identification in this action.

Exhibit AS-1.

34. Set forth and describe the information obtained from the sources identified in interrogatory no. 33.

Response:

A. Klein told Levy that under the EMI-Lennon, EMI-Apple and Apple-Capitol agreements, recorded Lennon performances were owned by EMI which licensed U.S. distribution rights to Apple which sublicensed these rights to Capitol but reserved mail order rights.

Defendants' Exhibit 2 indicated that Apple had all distribution rights in the U.S.

B. Klein told Levy that Lennon was the President of Apple.

C. Graham represented to the court that he had the authority to speak on behalf of Apple.

D. Klein said Apple had retained the U.S. mail order rights. Defendants' Exhibit 2 indicated that Apple had all distribution rights in the U.S.

E. Defendants' Exhibit 2 indicated that Apple had all distribution rights in the U.S.

37. Describe in full detail the agreement allegedly reached between John Lennon, Apple, Big Seven, and Adam VIII respecting the manufacture, distribution or sale of any recordings of John Lennon performances. Identify all persons present at each such date and the substance of the communications giving rise to the agreement.

Exhibit AS-1.

Response:

In or about October, 1974, Lennon, individually and on behalf of Apple, agreed with Levy on behalf of Big Seven, that the October, 1973 settlement would be modified to provide that Lennon would record approximately 15 rock and roll songs, including several songs previously recorded under the production of one Phil Spector, which would be sold as a record and tape under the title "Roots" (hereinafter referred to collectively as the "album") by Big Seven or its assignee on a world-wide basis, through mail orders and retail fulfillment centers, by means of television merchandising. Big Seven agreed to pay Lennon and Apple an aggregate royalty of 12%, and Lennon and Apple agreed that they would pay any obligations owed to Phil Spector and others.

Lennon, Apple and Seider each represented to Big Seven that neither Lennon nor Apple had any contract with anyone which prohibited Lennon from making the album for Big Seven and that neither had previously given television merchandising rights to anyone. Big Seven duly relied on said representations.

Lennon, Apple and Big Seven all agreed that the recording and promotion of the album would be done as quickly as possible, and that during the time Big Seven was promoting the album, Lennon and Apple would not license or permit anyone but Big Seven to manufacture, sell or promote the album or any substantially similar recording.

The parties all agreed that the sale price of the album would be $4.98.

Big Seven would pay mechanical fees and manufacturing costs.

Exhibit AS-1.

46. Identify any by-laws, minutes of corporate directors meetings, shareholders meetings, board resolutions or shareholders resolutions bearing on

1. the ability of Morris Levy to bind Roulette, Big Seven or Adam VIII or any corporation or entity identified in interrogatories 1-6 with or without prior authority by the board and/or shareholders of such company or their subsequent ratification;

2. any agreements between Big Seven or Adam VIII and Apple or John Lennon;

3. any actions taken by any such company in connection with any such agreement.

Response:

Plaintiffs and Levy object to part "1." of Interrogatory 46 on the ground that it seeks data that is irrelevant, immaterial and not reasonably calculated to lead to the discovery of admissible evidence. There are no such by-laws etc., relating to parts "2" and "3".

52. Identify any correspondence with or documents filed with the U.S. Copyright Office by Big Seven or Adam VIII in connection with any recordings of performances by John Lennon.

Response:

None.

E302

Exhibit AS-1.

54. Identify any communications which Morris Levy had with Marty Machat or Phil Spector in connection with recordings of performances of John Lennon.

Response:

Levy spoke to Machat by telephone at various times in 1973 and 1974 regarding the status of the Spector recordings.

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

MORRIS LEVY, being duly sworn, deposes and says:

I am President of both Big Seven Music Corp. and Adam VIII, Ltd. and the additional defendant on counterclaim in this action. The foregoing matters made in response to Apple Records, Inc.'s First Set of Interrogatories are true and correct to the best of my knowledge, information and belief.

MORRIS LEVY

Sworn to before me this
11th day of September, 1975.

Pursuant to Rule 33(a) of the Federal Rules of Civil Procedure, the objections to the foregoing Interrogatories are made by the undersigned counsel for plaintiffs and Morris Levy.

WALTER, CONSTON, SCHURTMAN & GUMPEL, P.C.

By _____
A Member of the Firm
[illegible] Avenue
[illegible], N.Y. 10017
[illegible]

E303

Exhibit AU - Plaintiffs' Answers to Apple's Second Set of Interrogatories.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BIG SEVEN MUSIC CORP. and ADAM VIII, LTD., Plaintiffs, -against- JOHN LENNON, APPLE RECORDS, INC., HAROLD SEIDER, CAPITOL RECORDS, INC. and EMI RECORDS LIMITED, Defendants, -and- MORRIS LEVY, Additional Defendant on Counterclaim.	RESPONSES AND OBJECTIONS OF PLAINTIFFS AND MORRIS LEVY TO DEFENDANT APPLE RECORDS, INC.'S SECOND SET OF INTERROGATORIES 75 Civ. 1116 (LFM)

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, plaintiffs and counterclaim defendant Morris Levy ("Levy") hereby make their response to defendant Apple Records, Inc.'s ("Apple") Second Set of Interrogatories.

The responses herein are made with the reservation of all rights to object on every ground to their use for any purpose during any subsequent proceeding (including the trial) of this, or any other, action.

Def. Ex. All for I.D.

Exhibit AU.

7. Identify the basis for the payment by either plaintiff of the amounts identified in the Response to Interrogatory 17 of the Capitol Interrogatories.

Response:

Items 1 and 2 were in payment of an apartment occupied by John Lennon, Julian Lennon and May Pang in Florida; item 3 was in payment of the bill for Lennon's birthday party; item 4 was in payment of a dinner on October 8, 1974 attended by Levy, Kahl, Lennon, Seider and Pang.

23. Identify the last date on which plaintiffs sold a copy of the Roots album.

Response:

Sales still occasionally occur.

35. Identify Levy's stock ownership of and financial interest in Big Seven or Adam VIII. If Levy owns stock or otherwise has an interest in an intermediary or intermediaries which directly or indirectly have an interest in Big Seven or Adam VIII, identify the nature of Levy's interest in the intermediary or intermediaries and the nature of the interest of the intermediary or intermediaries in Big Seven or Adam VIII.

Response:

Levy owns or controls all of the stock of Big Seven and Adam VIII, directly or indirectly.

Exhibit AU.

38. Identify the gross sales, net sales, gross profits or losses and net profit or loss before Federal Income Taxes for Hunt Media Advertising, Inc. for the periods set forth in the response to Interrogatory 10 of the Apple Interrogatories and for the fiscal year ended on or about June 30, 1975.

Response:

See Exhibit C hereto.

62. State whether Big Seven or Adam VIII mixed, equalized or otherwise altered or arranged to have mixed, equalized or otherwise altered the sound track of the tapes, purportedly containing performances of Lennon, which were allegedly delivered to plaintiffs or Levy at the Club Cavallero in November, 1974.

Response:

Yes.

63. If the response to Interrogatory 62 is in the affirmative, identify who mixed, equalized or otherwise altered the sound track described therein.

Response:

Bell Sound.

64. If the response to Interrogatory 62 is in the affirmative, describe the mixing, equalizing or other alteration of the sound track described therein and describe the effect that such mixing, equalizing or other alteration had on such sound track or the recordings ultimately made therefrom.

E306

Exhibit AU.

Response:

The tapes were equalized during the cutting of the lacquer master to enhance certain sounds and reduce others.

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

MORRIS LEVY, being duly sworn, deposes and says:

I am President of both Big Seven Music Corp. and Adam VIII, Ltd. and the additional defendant on counterclaim in this action. The foregoing answers made in response to Apple Records, Inc.'s Second Set of Interrogatories are true and correct to the best of my knowledge, information and belief.

MORRIS LEVY

Sworn to before me this
14th day of October, 1975

Pursuant to Rule 33(a) of the Federal Rules of Civil Procedure, the objections to the foregoing Interrogatories are made by the undersigned counsel for plaintiffs and Morris Levy.

WALKER, CONSTON, SCHURTMAN & GUMPEL, P.C.

By _____
A Member of the Firm
330 Madison Avenue
New York, New York 10017
(212) 682-2323

E307

Exhibit AU.

Exhibit C

HUNT MEDIA

	11/72 - 6/30/73	7/1/63 - 6/30/74
Gross Sales	$1,134,800	$4,156,173
Net Sales	1,134,800	4,156,173
Gross Profit	231,227	327,397
Net Profit	135,998	47,986

E308

Exhibit AV - Levy Affidavit for General Preference, August 7, 1975.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

BIG SEVEN MUSIC CORP. and ADAM VIII, LTD.,

Plaintiffs,

- against -

JOHN LENNON, APPLE RECORDS, INC., HAROLD SEITER, CAPITOL RECORDS INC. and EMI RECORDS LIMITED,

Defendants,

- and -

MORRIS LEVY,

Additional Defendant on Counterclaim.

AFFIDAVIT IN SUPPORT OF PLAINTIFFS' MOTION FOR A GENERAL PREFERENCE

Index No. 2924/75

Calendar No.

Not Assigned to I.C. Part

STATE OF NEW YORK)
:ss.:
COUNTY OF NEW YORK)

Morris Levy being duly sworn, deposes and says:

1. I am the president of the Big Seven Music Corp. ("Big Seven") and Adam VIII, Ltd. ("Adam VIII"), the plaintiffs herein and am fully familiar with the facts and transactions involved in this action. I submit this affidavit in support of plaintiffs instant motion pursuant to 22 N.Y.C.R.R. 660.9(b) for a general trial preference of this action.

2. At the time plaintiffs' causes of action accured plaintiffs did and still do maintain offices or places of business at 17 West 60th Street, in the City, County and State of New York.

Def. Ex. AV for I.D.

Exhibit AV.

3. On August 8, 1975 plaintiffs served and filed a Note of Issue and a Statement of Readiness in this action (copy annexed hereto as Exhibit "A"). This application is made within 30 days of the date that this action is to appear on the Ready Calendar of this Court.

The Nature of this Action

4. In or about October 1974, defendant John Lennon ("Lennon") individually and on behalf of defendant Apple Records Inc. ("Apple") entered into an agreement with plaintiffs whereby Lennon agreed he would record approximately 15 rock and roll songs for plaintiffs which songs would be sold as a record and tape under the title "Roots" (the "album") by plaintiff Big Seven or its assignee on a world-wide basis by mail order and retail fulfillment centers by means of television merchandising.

5. In or about November 1974, Lennon completed the 15 recordings for the album and delivered two master tapes containing his recorded performances to plaintiff Big Seven.

6. On or about December 11, 1974 Big Seven assigned its rights under the October 1974 agreement to plaintiff Adam VIII, which immediately commenced preparations to press and release the album.

Exhibit AV.

7. Thereafter, through a series of communications sent by defendants Lennon, Harold Seider, Capitol Records, Inc. and EMI Records Limited, Lennon individually and on behalf of Apple breached the agreement of October 1974 by denouncing the existence of the agreement and plaintiffs' rights pursuant thereto to produce and sell the album.

8. Through a series of telegrams and other communications Capitol proceeded to harass and intimidate television stations, advertising agencies, pressing plants, album cover manufacturers and others retained by plaintiffs in an effort to dissuade them from participating in plaintiffs' production, manufacture and sale of the album.

9. Thereafter, defendant Capitol released and actively promoted a Lennon album throughout the United States apparently made from the same tapes as the ones Lennon and Apple delivered to plaintiffs.

10. Plaintiffs'first cause of action seeks damages for defendants' breach of the October 1974 agreement. A copy of plaintiffs' complaint is annexed hereto as Exhibit "B".

Exhibit AV.

11. Plaintiffs' second through seventh cause of action seeks damages in connection with defendants' conspiracy to induce Lennon and Apple to breach the October 1974 agreement; defendants' tortious interference with the October 1974 agreement; defendants' intentional falsehoods respecting plaintiffs' alleged unauthorized production, sale and distribution of the album; defendants' fraud in that defendants falsely represented that Lennon and Apple were free to enter into the October 1974 agreement; defendants' unfair competition and conspiracy to prevent plaintiffs from promoting and selling the album; prima facie tort in that defendants wilfully, deliberately and maliciously conspired and schemed with one another to cause injury to plaintiffs' reputation and good will.

12. Plaintiffs' action complies with the requirements of 22 N.Y.C.R.R. 660.9 (b) and therefore warrants the granting of a general preference.

WHEREFORE, plaintiffs respectfully request that this Court grant their application for a general preference pursuant to 22 N.Y.C.R.R. 660.9 (b).

Morris Levy

Sworn to before me this
7th day of August 1975.

Notary Public

NOTARY PUBLIC, State of New York
Qualified in New York County

the cutting room inc.

CLIENT: Capitol ARTIST: John Lennon MASTER # SK-1-3419

TITLE: Side One TIME: 21:15

Dolby

TIME	TITLE	LEVEL L	LEVEL R	EQ. L	EQ. R	[redacted] L	[redacted] R	H.F. LIM. L	H.F. LIM. R	FILTERS L	FILTERS R	EE	SPREAD TIME
2:36	Be Bop a Lula P.O.0	-2	-2	—	—	+4@4	BW5						
3:29	Stand By Me START 3:29 P.O+5	0	0	+2 2nd rm	+2 2nd rm	+4@8	BW5						
		-1½	-1½	1st mic2 (4:46)		+4 2nd rm — ½dB							
				2nd mic2 (5:18)		+2 2nd rm + ½dB							
1:39	Ready Teady P.O.0	-2	-2	—	—	+4@3	BW4						
4:51	You Can't Catch Me P.O+2 +2 Bass on Pre	-5	-5½	+2 2nd rm	+2 2nd rm	+4@100	+6@5	BW4					
						(8:08) 2dB boost on drums quick							
						(10:15) some							
2:31	Ain't that a Shame P.O.+.5	-1	-1½	—	—	OUT	+5@8	BW6					
2:53	Do You Wanna Dance +2 1:30 on the	-3	-3½	+2 2nd rm	+2 2nd rm	OUT	OUT						
				+2 1:30 2nd rm	+2 1:30 2nd rm								
3:00	Sweet Little Sixteen +2 1:30 on the	-2	-2½	+2 1:30	+2 1:30								
	ALL LEVELS DOWN 1dB												

Dolby

E312
Exhibit BQ-1 - Calbi
Mastering Tape Side 1.

TAPE MACH. @	RELATIVE DISC. LEVEL @	PREVIEW OFFSET @	GROOVE DEPTH @	LPI
14	0	↑	2¼	300

DATE/ENG.	AMT-TYPE	PART #	PLANT	DATE/ENG.	AMT-TYPE	PART #	PLANT
9675 gc	2·12·33	M	Jahns				
"	"	"	Wm				
"	"	"	Ra				
"	"	"	Cen				
"	1·12·33	"	Eng				

COMMENTS

P.O. must be exact !

TAPE DISPOSITION

RP

E313

Exhibit BQ-1.

John Lennon — Dolby Tone @ 14

Side One [redacted] 21:15

P.O. 0 1. -2/-2 — +4@4 BW 5 —

P.O. +.52 — start 0/0 down on drum [redacted] 3rd — +2 2 Rm — +4@8 BW 5 —
-1½/-1½ 3rd2 — 1ST MKR (4th) + 4 2 Rm -½ dB
2ND MKR (5th) + 2 2 Rm +½ dB

P.O. 0 3. -2/-2 — +4@3 BW 4 —

+2 130 IN 4. -5/-5½ — +2 2 N — +4@100 + 6@5 BW 4 —
Pre P.O. +2 — (8:00) 1ST MKR up quick 2dB on drum fast & down
(10:15) NO 2ND MKR. & same as 1ST

P.O. 5 5. -1/-1½ — +2 2 [redacted] — [redacted] +5@8 BW 6 —

+2 130 IN 6. -3/-3½ — +2 2 Rm + 2 120 Rm — N OUT — OUT —
Pre 100

7. -2/-2½ — OUT — +2 130 —

2 1/4 [redacted] @ 300
PO @ +.5
all levels down [redacted] 1 dB

cutting room

CLIENT: Capitol ARTIST: John Lennon MASTER # SK 2 3417

dolby TITLE: Side Two TIME: 18:45

TIME	TITLE	LEVEL L	LEVEL R	EQ. L	EQ. R	L	R	H.F. LIM. L	H.F. LIM. R	FILTERS L	FILTERS R	EE	SPREAD TIME
2:16	Slippin' & Slidin	-2	-2			+ 4 @ 8 BW 5							
2:32	Peggy Sue	-3½	-3½	+4 1/4 pm +2 1/30	+4 1/4 pm +2 1/30	-2½ @ 20	+ 6 @ 10 BW 5						
3:10	Bring It on Home / Send Me Some Lovin	-3½	-3½	+2 2/8 pm OUT	+2 2/8 (6:26)	+ 2 @ 100 OUT	+ 3 @ 8 BW 5 + ½ AB						
3:49	Bonie Maronie	-3½	-3½	+2 2/4	+2 2/4	+2½ @ 100	+ 1 @ 8 BW 5						
2:17	Ya Ya	-2½	2½	+2 1/4	+2 1/4	OUT	+ 1 @ 10 BW 10						
4:25	Just Because (14:44) START	- ½ - 1	½ - 1	OUT		OUT	+ 1½ @ 8 BW 10						
dolby													

Exhibit BQ-2 - Calbi Mastering Tape Side 2.

E314

TAPE MACH. # 14 | RELATIVE DISC. LEVEL # 0 | PREVIEW OFFSET # ↖ | GROOVE DEPTH # 2 3/4 (L) | LPI 270

DATE/ENG.	AMT-TYPE	PART #	PLANT	DATE/ENG.	AMT-TYPE	PART #	PLANT
2.6.75 gc	2 12.33	M	Jacks				
"	"	"	Wen				
"	"	"	RA				
"	"	"	Can				
"	1.12.33	"	Eng				

COMMENTS

TAPE DISPOSITION

RP

E315

Exhibit BQ-2.

John Lennon

II 18:45 dolly

PO+2 1. -2/-2 +4@8 BW5

2. -3½/-3½ +4 1.4 pm +2 130 -2½ @20c. +6@10BW5

+2 130 in Pre

3. -3½/-3½ +2 2 8 N pm OUT +2@100 OUT on MKR (6:26) up ⅓dB +3@8BW5

+2 130 in Pre

4. -3½/-3½ +2 2 N — +2½@100 +4@8BW5

5. -2½/-2½ +2 1.4 N — OUT +4@10BW10

6 -1½/-1½ on ca. OUT +4½@8 BW10

(19:44)

2¾@275

P.O.+1

E316

Exhibit BS - Capitol Permission
(Release) on "Two Virgins".

London, England

Date: 30 December 1968

AGREEMENT CRI-LR-2.1

Capitol Records, Inc.,
1750, North Vine Street,
Hollywood, California

Gentlemen:

Capitol Records, Inc., ("CRI") has the right to manufacture in the United States and to distribute records embodying performances of John Lennon, George Harrison, Paul McCartney and Richard Starkey (known professionally and herein referred to as "The Beatles").

CRI has agreed to waive its aforesaid rights so far as 33-1/3 rpm 12" long-playing disc type records (called "LP's") are concerned with respect to the master recording of an album embodying the performances of John Lennon and Yoko Ono entitled "Two Virgins" (called the "Album"), but only with respect to the Album, on the following terms:

1. The Beatles will license the distribution of LP's manufactured from the Album to The Campbell Silver Cosby Corp. (called "Licensee") and Licensee will be the exclusive manufacturer of such LP's in the United States and Canada.

2. The Beatles agree that no copies of the Album will be authorised for release for sale or to be supplied to radio or television stations or to anyone for promotion or otherwise, nor will they authorize any use of the Album's jacket or the design or art work thereof before January 6, 1969.

3. The Beatles acknowledge that they will look solely to Licensee for royalties and other payments to them in connection with the Album and LP's manufactured therefrom and they release and forever discharge CRI, CRDC and Electric & Musical Industries Limited from any obligation to The Beatles with respect to such LP's.

E317

Exhibit BS.

4. The Beatles agree to hold CRI harmless and to indemnify CRI against any claim that any fees are due in connection with use of the material embodied in the Album under any applicable copyright laws or under the laws of unfair competition.

Very truly yours,

John Lennon

George Harrison

Paul McCartney

Richard Starkey

AGREED:

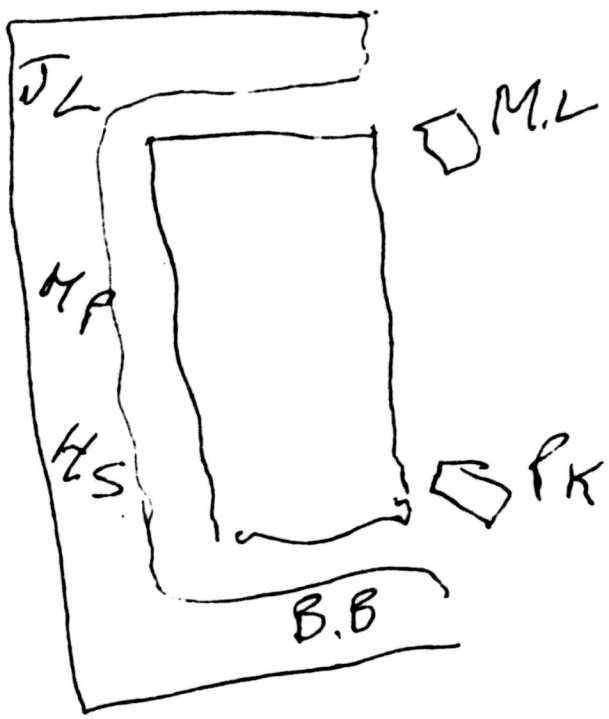
CAPITOL RECORDS, INC.

By Elliot Chaum

Title Secretary

Def. Ex. BS for I.D.

Exhibit CA - Diagram Drawn by Brown
on Witness Stand.



E319

Exhibit CE - Resolution Concerning Licensing of Non-Beattle Masters.

APPLE [illegible]

Written Board [illegible] of the Directors

We, the undersigned, the Directors of the above named Company, pursuant to Regulation 106 of Part I of Table A of the Companies Act 1948 hereby resolve:-

25. That Mr. Lennon be and is hereby authorised and instructed to enter into an agreement on behalf of the Company with Big Seven Music Corporation providing for the licensing of such three of the following non-Beatle master recordings as Mr. Lennon shall in writing designate on terms that the licensee shall be entitled to manufacture and distribute recordings therefrom throughout the world at a royalty of not less than 2 cents per record cut and an advance against such royalty of not less than $500 in respect of each such recording upon signature of the agreement for a period of not more than 10 years:-

Plastic Ono Band	Give Peace a Chance	Apple 1809
Plastic Ono Band	Cold Turkey	Apple 1815
Plastic Ono Band	Instant Karma	Apple 1818
Mary Hopkin	Those Were the Days	Apple 1801
James Taylor	Carolina on my Mind	Apple 1805
Badfinger	Come and Get it	Apple 1815
Badfinger	Apple of My Eye	Apple
Badfinger	No Matter What	Apple 1822
James Taylor	Something's Wrong	Apple 1805
Mary Hopkin	Goodbye	Apple 1806

BEST COPY AVAILABLE

E320

Exhibit CE.

Dated this [illegible] day of [illegible] 1974

.....

GEORGE HARRISON

.....

JOHN WINSTON ONO LENNON

.....

JAMES PAUL McCARTNEY

.....

RICHARD STARKEY

E321

Exhibit CG - Big Seven Trial
Balance 6/30/76.

Prepared By	Initials	Date
Approved By		

BIG SEVEN MUSIC CORP.
- TRIAL BALANCE -
F/Y/E 6/30/75

	DEBITS	CREDITS
MECHANICAL INCOME		4035295
OTHER MECHANICAL INCOME		9866
FOREIGN PERFORMANCE INCOME		1837013
BMI INCOME		3782769
BMI (THREE T THREE MUSIC)		370
BMI - FOREIGN		83466
BMI - FOREIGN (THREE T THREE MUSIC)		162
SHEET SALES		78863
INTEREST INCOME	80000	
OTHER INCOME - MISC.		115524
CAPITOL YIELDS TAX		18012
ADMINISTRATIVE INCOME		209523
ACCOUNTING FEE	305000	
AMORTIZATION EXPENSE		80000

BEST COPY AVAILABLE

Exhibit CG.

BANK CHARGE	70599	
BONUS	2000000	
CONTRIBUTIONS	202500	
COPYRIGHTS	30900	
INSURANCE - GENERAL	629682	
G & A EXPENSES	1466154	
INTEREST EXPENSE	2070223	A/C CG
LEGAL	783500	

E323

Exhibit CG.

BIG SEVEN MUSIC CORP.
- TRIAL BALANCE -
F/Y/E 6/30/75

(6)

	DEBITS	CREDITS
MANAGEMENT FEE	2449922	
MEDICAL REIMBURSEMENT	171344	
N.Y.S. UNEMPLOYMENT INSURANCE	111519	
OFFICE EXPENSE	308597	
OTHER EXPENSES	85724	
OTHER TAXES	83400	
PAYROLL	7501630	
PAYROLL SERVICES	1727000	
RENT EXPENSE	960000	
ROYALTIES PAID	1938585	
TAXES - EXPENSE	419316	
TENN. UNEMPLOYMENT INSURANCE	11340	
OFFICERS DEATH BENEFITS	300000	
DEPRECIATION	200000	

Exhibit CG.

28				
29	JOHN LENNON	391779		
30				
31	ADMINISTRATIVE CHGS	299000		
32				
33				
34		2729711	10250863	
35			170428 48	
36				
37			2729711	
38				
39				
40				
41				
42				
43				
44				

E325

Exhibit CH - Dinner Bill for Cicalas & Lennon and Pang 12/3/74.

DATE	FOLIO	CHARGES	CREDITS	BALANCE
			BALANCE FWD. →	10/7.00
DEC -3 74	13.45	110.40		117.40
				110.40

RECEIVED

8k to pay

CLUB CAVALLERO

110 44

1515

E326

Exhibit CH.

CLUB Cavallero

DATE	SERVER	TABLE	PERSONS	CHECK NO
		10	4	01345

1	Fruits	-5.50F	8.00
2	Pr/Melon	-3.25F	
1	EGG	-2.75F	
1	Cape Royale	-2.00F	
1	m/G	-8.75F	
1	Avocado	-6.00F	
1	Spaghetti	-8.50F	
1	Sole DEC 3 - 1974		
1	Fett	-6.00F	
1	Cr/Spinach	-1.25F	-45.25SV
1	LYONAISE		
1	Pr al	-3.50F	
1	FIC	-2.00F	
1	Potato Fond	3.00F	
3	Coffee	-2.20B	-10.70SV
		-0.05B FOOD	56.00
		BEVERAGE	-00.05SV 12.00
		MISC.	8.00
		SUB TOTAL	79.00
		SALES TAX	6.40
		SERVICE WAITERS	17.60
		SERVICE CAPTAIN	8.00
		TOTAL	110.40

CLUB Cavallero

DATE	SERVER	TABLE	PERSONS	02414
		10	4	

1	W. Wine		
2	Bloody	-4.00B	-4.0
1	Kahlua	-5.00B	-5.0
1	Cognac	-1.00W	
1	Coke	-1.00B	-1.0
			-01.0
		TOTAL	15.00

E327

Exhibit CK - EMI Letter to
"Two Virgins" (Release).

The greatest recording organisation in the world

E.M.I. RECORDS

(The Gramophone Company Ltd)

TEL: HUNter 4488 TELEX No: 22643

E.M.I. HOUSE 20 MANCHESTER SQUARE · LONDON, W.1

Inland Telegrams: EMIRECORD, LONDON TELEX · Cables: EMIRECORD, LONDON, W.1

PLEASE REPLY TO P.O. BOX 1 E S, LONDON, W.1

01230/MCD/bjs

18th October, 1968

John Winston Lennon Esq.,
c/o 3 Savile Row,
LONDON, W. 1.
("Mr. Lennon")

Apple Corps Limited,
(Trading as Apple Records),
3 Savile Row,
LONDON, W. 1.
("Apple")

Dear Sirs,

JOHN LENNON / YOKO ONO

Notwithstanding that there is in existence an Agreement between Nemperor Holdings Limited (1) Mr. Lennon and others (2) and ourselves (3) dated 26th January, 1967, whereby (inter alia) Mr. Lennon made available to us his exclusive services for recording purposes, we hereby authorise Mr. Lennon to record for Apple a 12" long playing gramophone record of performances by Mr. Lennon with Yoko Ono titled "The Two Virgins". This record shall in all respects be in accordance with and in the musical form of the recording which was submitted to the undersigned and listened to by the undersigned and Mr. J.R. Fruin, the duration of which was 32 minutes, 14 seconds.

This dispensation shall relate to the one record only and shall only permit manufacture and sale of the record in the United Kingdom.

It has also been agreed that

(a) We will manufacture the said record for Apple under the terms of an Agreement between Apple and ourselves dated 15th August, 1968, insofar as those terms are applicable to the manufacture of records.

(b) We shall not be called upon to distribute such records but we will deliver them in plain white bags to 3 Savile Row, London, or any address in the London postal area which Apple may request.

/Continued...

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Exhibit CK.

(c) Apple and Mr. Lennon hereby jointly and severally indemnify us against all claims, actions, costs or expenses incurred arising from the manufacture by us of the said record.

Will you please confirm your Agreement by signing and returning the enclosed copy of this letter.

Yours faithfully,
E.M.I. RECORDS

K. EAST
Managing Director

Read and Agreed by
JOHN WINSTON LENNON

.....

Read and Agreed by
APPLE CORPS LIMITED

.....

We, the undersigned, hereby consent to the above:

For and on behalf of
NEMPEROR HOLDINGS LIMITED .....

GEORGE HARRISON .....

JAMES PAUL McCARTNEY .....

RICHARD STARKEY .....

Exhibit CL - Adam VIII Retail Fulfillment Sales Analysis.

Exhibit CL.

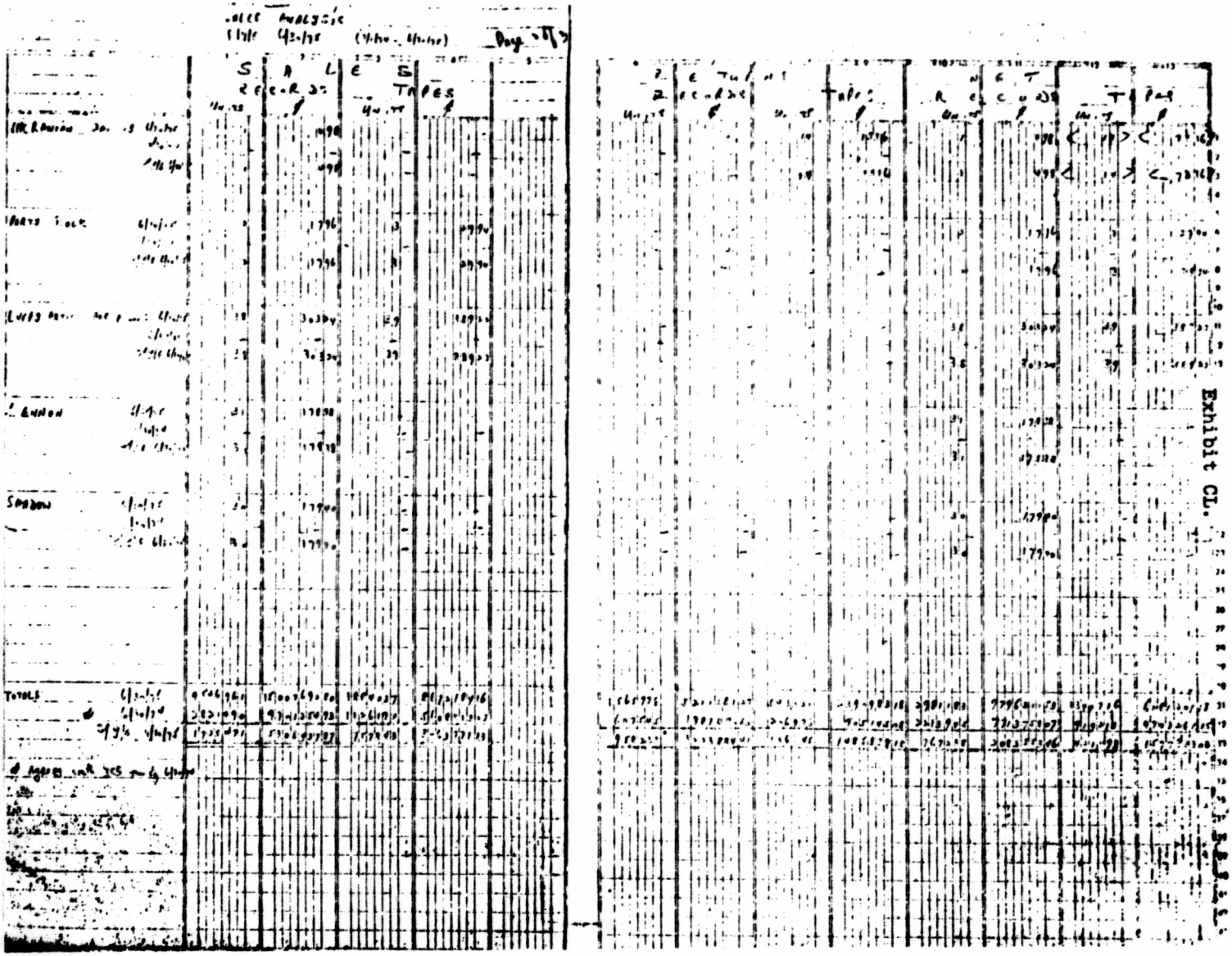

Exhibit CL.

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E332

Exhibit CO - State Court Complaint
(Without Exhibit).

C 15 → - Summons without Notice, Supreme Court. 9-71
...rsonal Service.

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80 EXCHANGE PLACE AT BROADWAY, NEW YORK

Supreme Court of the State of New York
County of NEW YORK

Index No.

BIG SEVEN MUSIC CORP. and
ADAM VIII, LTD.,

Plaintiff

against

JOHN LENNON, APPLE RECORDS, INC.,
HAROLD SEIDER, CAPITOL RECORDS,
INC. and EMI RECORDS LIMITED,

1 W 72 ST. APT. 72

Defendant

Plaintiff designates
New York
County as the place of trial

The basis of the venue is
Business address of plaintiffs

Summons

Plaintiffs resides at
17 West 60th Street
New York, N.Y.
County of New York

To the above named Defendant

You are hereby summoned *to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the ...ice is complete if this summons is not personally delivered to you within the State of New York) ...in case of your failure to appear or answer, judgment will be taken against you by default for ...lief demanded in the complaint.*

Dated, February 19, 1975

Defendant's address:

John Lennon

WALTER, CONSTON, SCHURTMAN &
GUMPEL, P.C.
Attorney(s) for Plaintiff

Post Office Address
330 Madison Avenue
New York, New York 10017
(212) 682-2323

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Exhibit CO.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

- x

BIG SEVEN MUSIC CORP. and ADAM VIII, LTD.,

Plaintiffs,

-against-

JOHN LENNON, APPLE RECORDS, INC., HAROLD SEIDER, CAPITOL RECORDS, INC., and EMI RECORDS LIMITED,

Defendants.

- x

COMPLAINT

Plaintiffs, by their attorneys, Walter, Conston, Schurtman & Gumpel, P.C., complaining of defendants, allege:

1. Plaintiff Big Seven Music Corp. ("Big Seven") is a New York corporation whose principal place of business is located in the City, County and State of New York. Big Seven is a music publishing company which owns the copyrights in numerous songs in the popular music field.

2. Plaintiff Adam VIII, Ltd. ("Adam VIII") is a New York corporation whose principal place of business is located in the City, County and State of New York. Adam VIII specializes in selling phonograph records and tapes through television advertising.

3. Defendant John Lennon ("Lennon") is a well-known singer and songwriter of popular music. On information and belief, he is a resident of the State of New York and is the President of defendant Apple Records, Inc.

Exhibit CO.

4. On information and belief, defendant Apple Records, Inc. ("Apple") is a New York corporation whose principal place of business is located in the City, County and State of New York.

5. On information and belief, defendant Capitol Records, Inc. ("Capitol") is a Delaware corporation authorized to do business in New York. It maintains offices for the conduct of business in the City, County and State of New York.

6. On information and belief, defendant Harold Seider ("Seider") is an attorney who at all times material hereto has acted as an advisor to Lennon.

7. On information and belief, defendant EMI Records Limited ("EMI") is an English corporation authorized to do, and transacting business in New York.

The October 1973 Settlement

8. On October 12, 1973, as part of the settlement (the "October 1973 settlement") of a copyright infringement action entitled Big Seven Music Corp. v. Maclen Music, Inc., et al., 70 Civ. 1348 (S.D.N.Y), Apple and Lennon agreed in open court that Lennon, in his next album, would include three compositions owned by Big Seven, including a song entitled, "You Can't Catch Me", and would either cause Apple to license the songs to Big Seven prior to December 31, 1974 or record two additional songs owned by Big Seven. A copy of the

transcript of the October 12, 1973 hearing is attached as Exhibit A.

9. The attorneys for Apple and Lennon confirmed the terms of the October 1973 settlement in a letter dated October 30, 1973 (a copy of which is attached as Exhibit B), which Lennon counter-signed to indicate his understanding and express acceptance of its terms.

The Breach by Apple and Lennon of the October 1973 Settlement

10. In September 1974, Apple and Lennon released their next album, "Walls and Bridges", which did not comply with the terms of the October 1973 settlement. The album did not include "You Can't Catch Me" and it included only a brief excerpt from a song entitled "Ya Ya", which is owned by Big Seven. It failed to include a third Big Seven song.

11. Lennon failed to cause Apple to license, and Apple failed to license three songs to Big Seven prior to December 31, 1974.

The October 1974 Agreement

12. In or about October 1974, Lennon, individually and on behalf of Apple, agreed that the October 1973 settlement would be modified to provide that Lennon would record approximately 15 rock and roll songs, including several songs previously recorded under the pro-

Exhibit CO.

duction of one Phil Spector, which would be sold as a record and tape under the title "Roots" (hereinafter referred to collectively as the "album") by Big Seven or its assignee on a world-wide basis, through mail orders and retail fulfillment centers, by means of television merchandising. Big Seven agreed to pay Lennon and Apple an aggregate royalty of 12%, and Lennon and Apple agreed that they would pay any obligations owed to Phil Spector and others.

13. Lennon, Apple and Seider each represented to Big Seven that neither Lennon nor Apple had any contracts with anyone which prohibited Lennon from making the album for Big Seven and that neither had previously given television merchandising rights to anyone. Big Seven duly relied on said representations.

14. Lennon, Apple and Big Seven all agreed that the recording and promotion of the album would be done as quickly as possible, and that during the time Big Seven was promoting the album, Lennon and Apple would not license or permit anyone but Big Seven to manufacture, sell or promote the album or any substantially similar recording.

15. Thereafter, and in or about November 1974, Lennon, working together with representatives of Big Seven, recorded the album and delivered to Big Seven two master tapes containing the 15 selections.

16. On or about December 11, 1974, Big Seven assigned its rights under the October 1974 agreement to Adam VIII, which immediately commenced preparations to press and release the album.

Exhibit CO.

The Attempt by Apple and Lennon to Reinstate the October 1973 Settlement

17. In early January 1975, Big Seven received a letter from the attorneys for Apple and Lennon offering to license three selections to Big Seven. A copy of their letter is attached as Exhibit C.

18. Big Seven immediately responded by letter dated January 9, 1975 (a copy of which is attached as Exhibit D), in which Morris Levy, President of Big Seven, stated:

> "I was surprised, to say the least to receive your letter dated December 31, 1974. The stipulation of settlement entered into on October 14, 1973, was breeched by John Lennon and since that time this entire matter has been resolved during meetings with John Lennon, Harold Sider, (John Lennon's attorney) and myself. In accordance with the agreement reached during those negotiations, John Lennon has recorded sixteen (16) sides which I will market throughout the world by use of television advertising.
>
> Please adjust your records to indicate that the original stipulation is no longer of any effect".

19. Big Seven received no response to the aforesaid January 9, 1975 letter.

Production and Release of the Album

20. On or about January 20, 1975 plaintiffs informed Seider

that they were making final preparations to release the album the following week.

21. On or about February 8, 1975, Adam VIII began advertising the album on selected television stations throughout the United States.

Defendants' Interference with the
Promotion and Sale of Plaintiffs' Album

22. On or about February 10, 1975, plaintiffs received a telegram (a copy of which is attached as Exhibit E) from Capitol notifying plaintiffs, for the first time, that EMI purported to own the master tapes to the album and that Capitol purported to have the exclusive right to distribute the album in the United States.

23. The telegram further demanded that plaintiffs not sell or advertise the album, and stated that Capitol proposed to make similar demands upon "all television stations, advertising agencies, pressing plants, album cover manufacturers and all others' who participate with plaintiffs in the release and promotion of the album.

24. In response, plaintiffs immediately sent Capitol a telegram advising that Apple and Lennon had granted plaintiffs full television merchandising rights to the album and warning Capitol not to interfere with plaintiffs' merchandising program. A copy of plaintiffs' telegram is attached as Exhibit F.

Exhibit CO.

25. By telegram dated February 10, 1975, Lennon claimed that Adam VIII was not authorized to use his name and likeness or his recorded performances in connection with the album. A copy of this telegram is attached as Exhibit G.

26. By telegram of February 12, 1975, Seider denied the existence of the October 1974 Agreement. A copy of Seider's telegram is attached as Exhibit H.

27. On information and belief, Capitol has sent threatening telegrams to many of plaintiffs' suppliers, advertising outlets and sale fulfillment organizations.

28. On information and belief, Capitol has released and has begun actively to promote, or is about to release and actively promote throughout the United States a John Lennon album (the "Capitol album") apparently made from the same tapes as the ones Lennon and Apple delivered to plaintiffs.

29. On information and belief, the Capitol album is priced at $5.98, a dollar below Capitol's normal price for comparable albums, and is being offered to retailers at a sharp discount.

30. On information and belief, on or about February 13, 1975, Lennon, during a live television interview broadcast by radio station WNEW-FM in New York City, told his audience that the Adam VIII album was unauthorized and not genuine and urged the public not to buy it and similar statements by defendants were reported in the trade press.

FIRST CAUSE OF ACTION

Breach of the October 1974 Agreement

31. Plaintiffs hereby incorporate paragraphs 1 through 30 herein.

Exhibit CO.

32. Apple and Lennon have breached the October 1974 agreement.

33. As a consequence, plaintiffs have been damaged in the sum of $7,000,000.

SECOND CAUSE OF ACTION

Conspiracy to Induce Breach of the October 1974 Agreement

34. Plaintiffs hereby incorporate paragraphs 1 through 30 herein.

35. On information and belief, Capitol, EMI and Seider have known of the October 1974 agreement for several months and have conspired and schemed with one another to induce Lennon and Apple to breach the October 1974 agreement.

36. On information and belief, in furtherance of their scheme and conspiracy, Capitol, EMI and Seider, acting individually and in concert, falsely and maliciously advised Lennon and Apple that they had no duty to honor the October 1974 agreement and that they were required to record exclusively for Capitol.

37. On information and belief, certain of the tortious acts complained of herein were committed within the State of New York.

38. As a consequence, Lennon and Apple were induced to breach the October 1974 agreement and plaintiffs were damaged in the sum of $7,000,000.

Exhibit CO.

THIRD CAUSE OF ACTION

Tortious Interference With the October 1974 Agreement

39. Plaintiffs hereby incorporate paragraphs 1 through 30 herein.

40. On information and belief, Capitol, EMI and Seider, acting individually and in concert, with knowledge of the October 1974 agreement tortiously induced Lennon and Apple to breach it.

41. On information and belief, certain of the tortious acts complained of herein were committed within the State of New York.

42. As a consequence, plaintiffs have been damaged in the sum of $7,000,000.

FOURTH CAUSE OF ACTION

Intentional Falsehood

43. Plaintiffs hereby incorporate paragraphs 1 through 30 herein.

44. Defendants, acting individually and in concert, as part of a scheme and conspiracy to injure plaintiffs, have deliberately and falsely sought, and continue to seek to induce the belief and create the impression that plaintiffs' production, sale and distribution of the album is unauthorized and illegal.

45. As a consequence, plaintiffs have suffered, and will continue to suffer damage to their reputation and good will and have sustained, and will continue to sustain a loss of profits and sales. Three New York television stations, WNEW (Channel 5), WOR-TV (Channel 9)

Exhibit CO.

and WPIX (Channel 11) and a Boston television station, WLVI, have failed and refused to broadcast plaintiffs' advertisements for the album. RCA Records has failed and refused to act as plaintiffs' sale fulfillment organization for the album. Queens Lithographing Corp. has failed and refused to print labels for plaintiffs' tapes. Plaintiffs anticipate that other television stations will not carry their advertisements and that many prospective customers will not purchase the album.

46. On information and belief, certain of the tortious acts complained of herein were committed within the State of New York.

47. Plaintiffs have sustained general damages of $7,000,000 and special damages of $7,000,000.

FIFTH CAUSE OF ACTION

Fraud

48. Plaintiffs hereby incorporate paragraphs 1 through 30 herein.

49. If in fact Lennon or Apple were not free to enter into the October 1974 Agreement with plaintiffs because of a prior agreement with Capitol or others, then Lennon, Apple and Seider deliberately, by means of making statements and representations which they knew to be untrue, and for the purpose, and with the expectation, of causing plaintiffs to rely on said statements and representations, to plaintiffs' detriment, induced plaintiffs to enter into the October 1974 agreement and to take actions and incur expenses as a consequence thereof.

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50. Plaintiffs have been damaged in the sum of $7,000,000.

SIXTH CAUSE OF ACTION

Unfair Competition and Conspiracy to Prevent Plaintiffs From Promoting and Selling the Album Successfully

51. Plaintiffs hereby incorporate paragraphs 1 through 30 herein.

52. On information and belief, defendants maliciously conspired and schemed with one another to prevent plaintiffs from promoting and selling the album successfully and have engaged and are continuing to engage in unfair competition with plaintiffs.

53. In furtherance of their scheme and conspiracy, defendants, acting individually or in concert:

A. harassed and threatened, and continue to harass and threaten, plaintiffs' suppliers, advertising outlets and sale fulfillment organizations;

B. induced or sought to induce, and continue to induce or seek to induce plaintiffs' suppliers, advertising outlets and sale fulfillment organizations to refuse to do business with plaintiffs;

C. offered, and continue to offer plaintiffs' customers, at an artificially low price, a product substantially identical to plaintiffs';

D. sought, and continue to seek to confuse plaintiffs' customers by falsely and deliberately representing that the album is not a genuine recording by Lennon;

Exhibit CO.

E. urged, and continue to urge plaintiffs' customers not to buy the album; and

F. engaged, and continue to engage in other improper, illegal and unfair practices, all to the detriment of plaintiffs.

54. On information and belief, certain of the tortious acts complained of herein were committed within the State of New York.

55. As a consequence, plaintiffs have suffered, and will continue to suffer damage to their reputation and good will and have sustained, and will continue to sustain a loss of profits and sales. Three New York television stations, WNEW (Channel 5), WOR-TV (Channel 9) and WPIX (Channel 11) and a Boston television station, WLVI, have failed and refused to broadcast plaintiffs' advertisements for the album. RCA Records has failed and refused to act as plaintiffs' sale fulfillment organization for the album. Queens Lithographing Corp. has failed and refused to print labels for plaintiffs' tapes. Plaintiffs anticipate that other television stations will not carry their advertisements and that many prospective customers will not purchase the album.

56. Plaintiffs have sustained general damages of $7,000,000 and special damages of $7,000,000.

SEVENTH CAUSE OF ACTION

Prima Facie Tort

57. Plaintiffs hereby incorporate paragraphs 1 through 30.

58. On information and belief, defendants have willfully,

Exhibit CO.

deliberately and maliciously conspired and schemed with one another to cause plaintiffs injury.

59. As a consequence, plaintiffs have suffered, and will continue to suffer damage to their reputation and good will and have sustained, and will continue to sustain a loss of profits and sales. Three New York television stations, WNEW (Channel 5), WOR-TV (Channel 9) and WPIX (Channel 11) and a Boston television station, WLVI, have failed and refused to broadcast plaintiffs' advertisements for the album. RCA Records has failed and refused to act as plaintiffs' sales fulfillment organization for the album. Queens Lithographing Corp. has failed and refused to print labels for plaintiffs' tapes. Plaintiffs anticipate that other television stations will not carry their advertisements and that many prospective customers will not purchase the album.

60. As a consequence, plaintiffs have sustained general damages of $7,000,000 and special damages of $7,000,000.

WHEREFORE, plaintiffs demand Judgment as follows:

A. On the first cause of action, damages against defendants Apple and Lennon, jointly and severally, in the amount of $7,000,000;

B. On the second and third causes of action, compensatory damages of $7,000,000 and punitive damages of $15,000,000 against defendants Capitol, EMI and Selder, jointly and severally;

C. On the fourth, sixth and seventh causes of action, general damages of $7,000,000, special damages of $7,000,000 and punitive damages of $15,000,000 against defendants Lennon, Apple, Capitol EMI and Selder, jointly and severally;

Exhibit CO.

D. On the fifth cause of action, general damages of $7,000,000, special damages of $7,000,000 and punitive damages of $15,000,000 against defendants Lennon, Capitol and Selder, jointly and severally;

E. Reasonable attorneys' fees;

F. Interest on each cause of action from the date of the commencement of this action;

G. The costs and disbursements of this action; and

H. Such other and further relief as this Court deems proper.

Dated: February 19, 1975

WALTER, CONSTON, SCHURTMAN & GUMPEL, P.C.
Attorneys for Plaintiffs
330 Madison Avenue
New York, New York 10017
(212) 682-2323

E347

Exhibit CP-1, Capitol Records Contracts 11/3/71.

Contract N
Los Angeles, California
Dated:

CAPITOL RECORDS, INC.
1750 North Vine Street
Hollywood, California 90028

Gentlemen:

The following when accepted by CAPITOL RECORDS, INC., (usually referred to in this agreement as "Capitol") will confirm our agreement this date as follows:

1. Capitol engages my exclusive personal services in connection with the production of records as _____ for an initial period of _____ as the same may be extended or renewed, commencing on _____ to record during the initial period, a minimum of _____ masters, or more at Capitol's election. I accept such engagement and agree to render performances to the best of my ability and of the same high artistic quality as induced Capitol to engage me at recording sessions conducted by Capitol at times and places it may designate. The words "person," "unavailable," "selection," "period," "master," "record," "tape record," "permitted recordings," "USA," "budget line records" and "club distribution plan" as used in this agreement shall have the respective meanings set forth in Paragraph (F) of the Addendum hereto, which Addendum constitutes an integral part of this agreement.

2. Conditioned upon my full and faithful performance of each and all of the terms hereof, Capitol agrees, except as otherwise provided, to pay me the applicable amounts specified in the Payment & Master Schedule below. I grant Capitol _____ options, each to renew this agreement for a period of _____, said option periods to run consecutively beginning at the expiration of the initial period, upon all the terms applicable to the initial period, except as otherwise specified in the Payment & Master Schedule below. Each option may be exercised by notifying me in writing at least 10 days prior to the expiration of the then current period.

PAYMENT & MASTER SCHEDULE

Periods of This Agreement	Amount per Master	Royalty Categories (1) USA Royalty	(2) Royalty Outside USA
Initial Period			
1st Option Period			
2nd Option Period			
3rd Option Period			
4th Option Period			
5th Option Period			
6th Option Period			

a. The applicable figure in the "Amount per Master" column will be paid by Capitol within 14 days after the acceptance by Capitol of each master as commercially satisfactory for the production of records.

b. If a royalty is specified as to any period of this agreement, (i) The applicable figure in the "Amount per Master" column shall be deemed a non-returnable advance against any royalties payable to me by Capitol; (ii) The royalty rates applicable to a given master shall be the rates specified for the period in which the said master was recorded, provided that, if in the initial period or any option period I record more than the minimum number of masters specified in this agreement for that period, Capitol may elect to apply all or any part of the excess masters in fulfillment of the minimum number specified for any subsequent period or periods and as to each excess master so applied to a specified subsequent period the royalties and the "Amount per Master" payable to me shall be the royalties and "Amount per Master" in this Section 2. applicable to the specified subsequent period; (iii) Royalties will be computed and paid upon the aggregate number of records sold, for which Capitol has been paid, in each applicable royalty category after deducting either returns, rebates and credits on records returned in each royalty category, or 10% of the gross royalties, at Capitol's election, and Capitol shall be entitled to withhold from payments otherwise due from time to time reasonable reserves against anticipated returns, rebates and credits, (iv) The royalty rate applicable to tape records shall be 50% of the otherwise applicable royalty; (v) Royalties applicable to budget line records and to records sold through a club distribution plan shall be 50% of the otherwise applicable royalty, but in the case of budget line records sold in the USA not more than 2% on tape records and 4% on all other records, (vi) No royalties will be payable either on records furnished as free and/or bonus to members and other participants in a club distribution plan or on records given away or furnished on a "no charge" basis for promotional purposes or furnished as a sales inducement or otherwise to disk jockeys, radio and television stations or networks, independent distributors, subdistributors, dealers and other or on records leased or licensed for use by any person for any purpose or on records sold as scrap; (vii) As to each master which I record hereunder jointly with another artist whose compensation for such recording is based on a royalty and as to records which are produced therefrom, the applicable "Amount per Master" and royalty shall be reduced by 50% and only 50% of the payments made under Section 5. below, in connection therewith shall be deducted from my royalties, (viii) No royalties will be paid on sales at prices 50% or more below the otherwise regular wholesale price (close-out sales); (ix) Capitol will compute such royalties within 60 days after the first day of March and September of each year (or such other semi-annual payment dates as Capitol may adopt) for the preceding 6-month period and will pay such royalties, less any then unrecouped advances within said 60 days.

c. Capitol, may, by notice in writing to me given at any time during the initial or any option period of this agreement, elect to revise this agreement so that for the then current period and for all subsequent periods for which Capitol may exercise options, Capitol shall be obligated to pay to me for my services during each such period, compensation at the rate of not less than $6,000 per annum. Prior to the end of the period in effect at the time Capitol makes this election, Capitol will pay to me (in addition to royalties theretofore accrued) at least an amount equal to that portion of $6,000 that the number of days remaining in said period bears to 365; and prior to the end of each subsequent period for which Capitol may exercise options, Capitol will pay to me the amount, if any, by which the amounts earned by me in respect of my services during each such subsequent period are less than $6,000. If any such subsequent period is for a term other than one year, the figure of $6,000 shall be prorated accordingly. Any amounts paid under this Paragraph 2. c. may be credited against any royalties payable to me by Capitol.

Exhibit CP-1.

3. As to records manufactured under this agreement:

a. In the USA, royalties will be based upon the average applicable prices at which Capitol sells such records to Capitol's distribution subsidiaries in the USA except that (i) as to records sold in the USA by Capitol's licensees, royalties will be based upon either such licensee's wholesale price or the average applicable prices at which such licensee sells such records to independent distributors whichever is lower and (ii) in the case of records sold and/or distributed as premiums, royalties will be reduced 50% and will be based upon the price to the advertiser or sponsor. No deduction from the applicable price shall be made for albums, jackets, boxes or similar containers. The only deduction shall be an amount equal to excise and other applicable taxes. Notwithstanding the foregoing and particularly Item (i) above, if the royalty to Capitol by Capitol's licensee is computed on what is commonly referred to as a retail basis, the rate for royalties payable to me shall be reduced 50% and will be computed on the same basis and in the same manner as the royalty to Capitol is computed.

b. Outside the USA: (i) Royalties will be based on the list price per record (less excise and other applicable taxes) for retail sales in the country of manufacture or the country of sale (depending upon the basis upon which Capitol was paid), or upon the price to the advertiser or sponsor in the case of records sold and/or distributed as premiums; (ii) Only records for which payment is received by Capitol in the USA shall be deemed sold; (iii) All royalties will be computed in the national currency of the country to which the list price so elected applies and will be paid at the same rate of exchange as Capitol is paid. All royalties applicable to this agreement received from foreign sources shall be subject to any applicable taxes; (iv) Royalties on records packaged in albums, jackets, boxes or similar containers will be based upon the list price for replacement records, computed in accordance with the standard accounting practices of Capitol's licensees. The list price of the album, jacket, box or other container in which such records are packaged and any tax on the container will be excluded in said determination; (v) Royalties applicable to records sold under special merchandising plans or otherwise at less than the regular wholesale price applicable to the initial release of the records and/or applicable to records of that type in the record industry shall be reduced in the same proportion as the regular wholesale price was reduced on such sales.

4. Nothing contained in this agreement shall obligate Capitol to make or sell records manufactured from masters or to have me in fact record the minimum number of masters specified; and Capitol shall fulfill its entire obligation to me as to unrecorded masters by paying the applicable amount specified in the "Amount per Master" column, Section 2, for each of the minimum number of masters not recorded, as the said number may be reduced pursuant to Paragraph (B) of the Addendum to this agreement, whether I am to be compensated on a flat rate or royalty basis. As to masters recorded but from which no records are made or sold, Capitol's sole obligation shall be to pay me for each such master the applicable amount specified in the "Amount per Master" column, Section 2.

5. As to any performance by me hereunder during a period in which my compensation is to be based on royalties I agree that Capitol may engage on my behalf vocalists, conductors, contractors, musicians, arrangers (including "sketchers"), orchestrators and copyists selected by Capitol, in connection with such performances, and I authorize Capitol to pay each and all of the aforesaid on my behalf. All such payments shall be deemed additional non-returnable advances to me and shall be deducted from the total royalties payable to me by Capitol. If I should delay the commencement or completion of, or be unavailable for any recording session designated by Capitol hereunder for any reason whatsoever, I agree to pay all expenses and charges actually incurred or paid by Capitol by reason thereof.

6. During the term of this agreement including all renewals, extensions and days of suspension and all periods added by amendments or by other agreements, I will not perform for the purpose of or myself engage in making records (other than permitted recordings) for anyone other than Capitol and I will not authorize the use of my name, likeness or other identification for the purpose of distributing, selling, advertising or exploiting records for anyone other than Capitol; nor will I perform any selection recorded hereunder for the purpose of making records (other than permitted recordings) for anyone other than Capitol (i) for 5 consecutive years after the date of expiration or other termination of this agreement or (ii) for 5 consecutive years after the release of Capitol's recording, whichever is later but in no event more than 6 consecutive years after the date of expiration or other termination of this agreement.

I grant to Capitol;

a. The results and proceeds of all my services under this agreement, including the exclusive ownership of all masters, positives, or negatives thereof and records manufactured therefrom, the exclusive and perpetual right to control and use the same and the performances embodied therein upon such terms and in such forms as in its sole discretion Capitol may approve; the exclusive and perpetual right to manufacture, advertise, sell, lease, license or otherwise use or dispose of such records or any part thereof, whether based in whole or in part upon such results and proceeds or to refrain from so doing, in all fields of use throughout the world, upon such terms as in its sole discretion Capitol may approve, the perpetual right to perform publicly such records in any medium and by any means whatsoever, and the right to license others to exercise any and all of such rights throughout the world upon such terms as Capitol may approve.

b. The perpetual right to use and publish and to permit others to use and publish my name, (including any professional name heretofore or hereafter adopted by me), signature, likeness, voice and sound effects, and biographical material concerning me for advertising and trade purposes, in connection with records made hereunder, any device utilizing such records and otherwise in connection with the business and products of Capitol, its affiliates, parent, subsidiary and related companies, or to refrain therefrom.

c. The right to use as descriptive of me the phrase "Capitol Exclusive Artist" or other appropriate appellation.

d. The perpetual right to release records manufactured from masters and positives or negatives thereof under the name of Capitol or such other trade name or mark as Capitol may elect, which records may include performances of other artists, and to sell the records in albums, which albums may contain pictures, prose and verse and records embodying performances of other artists.

8. I grant Capitol the right to acquire each and every Composition and I agree that at Capitol's request I will execute an assignment of each Composition to a publisher designated by Capitol under all of the terms and conditions applicable in the Songwriter's Contract form attached hereto as Exhibit "A" Whether I sign and deliver the said form, I and the publisher designated by Capitol shall be deemed to have executed an assignment of each Composition on that form. I will not collaborate in the writing or arranging of any Composition with any person unless such person is free, jointly with me, to assign his rights in such Composition under the terms of Exhibit "A" hereto and agrees to do so if and as required under this Section 8. As used in this Section 8, the word "Composition" means every (i) original musical work (music and/or lyrics) I write or collaborate in writing during the term hereof and (ii) arrangement I write or collaborate in writing during the term hereof of a work in the public domain in the U.S.A.

Exhibit CP-1.

9. I grant Capitol the right (but not the obligation) exclusively during the term of this agreement (and non-exclusively after the term with respect to contracts entered into during the term pursuant to this Section 9.) to use my name, voice, likeness and biographical material concerning me throughout the world in connection with the exploitation of merchandising rights. During the term of this agreement, I will not grant merchandising rights to any person other than Capitol. The words "merchandising rights" as used herein shall include, without limitation, any and all rights with respect to paperback books and comic books, cartoon and newspaper publications, animated cartoons, toys, novelties, figures and figurines, trinkets, fabric, apparel, food, drink and other goods and services whether of a similar or dissimilar nature, together with commercial tie-in rights, premiums, give-aways and and the like.

a. In connection with the exploitation by Capitol of the rights granted in this Section 9., and in addition to any amounts payable to me hereunder, Capitol will pay me a royalty of: (i) 50% of the moneys received by Capitol from persons licensed by Capitol to exercise any of the merchandising rights (provided such persons are not subsidiaries or affiliates of Capitol) after deducting Capitol's actual out-of-pocket expenses incurred in connection therewith; and (ii) 5% of the gross receipts of Capitol (or of any corporation subsidiary to or affiliated with Capitol) arising out of the exploitation by Capitol (or such corporation) of the merchandising rights granted hereunder. Returns and trade discounts shall be excluded from such gross receipts.

b. If the name, voice, likeness or biographical material of any other person or character is used in the excersise of any merchandising right for which I am entitled to payment hereunder, I will receive that proportion of the relevant amount specified in Paragraph 9. a. (i) or 9. a. (ii) above, as I bear to the total number of persons or characters, including myself, whose names, voices, likeness or biographical material are so used.

c. Royalties under this Section 9. shall be computed and paid at the times provided for computation and payment of royalties, on records. Capitol shall be obligated to account to me only with respect to moneys actually received by Capitol in the USA.

10. I represent and warrant that I am not a party to any contract which prevents my fulfilling all of my obligations hereunder or which impairs any rights granted to Capitol hereunder and I agree that all contracts executed by me during any period of this agreement will provide that such contracts are subject to the provisions of this agreement and the Capitol shall have first call upon my endeavors. I agree that during the term I will work diligently at and pursue my career as a record artist and as an entertainer, and I will not engage in any of the following activities except to the extent that the same are related to my performances under this agreement: finding musical compositions, finding talent whose artistic services may be utilized in the recording of master recordings for records, aiding in the supervision of recording sessions and activities generally involving the producing of master recordings. No failure by Capitol to perform any of its obligations under this agreement shall be deemed a material breach of this agreement until I have given Capitol written notice of its failure to perform and such failure has not been corrected within 45 days from and after the giving of such notice. In the event such failure has not been corrected within said 45 days, I may during the continuance of such failure terminate this agreement by notice in writing given to Capitol within 60 days from the date of service of my original notice. A termination under this section shall not relieve Capitol of its obligation to pay royalties or render statements as and when required hereunder. The terms set forth herein constitute the entire agreement between us, all prior negotiations and understandings being merged herein. I represent that no person acting or purporting to act on behalf of Capitol has made any promises or representations upon which I have relied except those expressly found herein. Capitol may assign this agreement, or any part thereof, or any rights thereunder to any person. This agreement may only be altered by an instrument executed both by me and Capitol.

11. This agreement shall become effective only when executed by an officer of Capitol Records, Inc. It shall be deemed to have been made in the State of California and its validity, construction, performance, breach, and operation shall be governed by the laws of California applicable to contracts made and to be performed in California.

12. I represent that I am a member of the American Federation of Musicians in good standing or if I am not now a member in good standing of said union, I agree to become a member in good standing of said union subject to and in accordance with the applicable union security provisions of the AFM Phonograph Record Labor Agreement (January, 1964).

13. I represent that I am a member of the American Federation of Television and Radio Artists in good standing or if I am not now a member in good standing of said union, I agree to become a member in good standing of said union subject to and in accordance with the applicable union security provisions of the AFTRA National Code of Fair Practice for Phonograph Recordings.

As used in this agreement the words "I," "me," "myself" and every other grammatical variation shall mean each of the signatories hereto, individually, collectively and as a member of the Group, and the rights of Capitol and the obligations, liabilities, prohibitions and restrictions imposed upon all of the signatories as contained in this agreement shall be deemed to be applicable to the signatories hereto individually and collectively, as a member of the Group and/or as a member of any other group. A breach of this agreement by any one of the signatories hereto shall, at Capitol's election, be deemed a breach by all.

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Exhibit CP-1.

Payments provided herein in excess of applicable union scale shall be made to _____

_____

and payments so made shall fulfill Capitol's obligations hereunder to each of such signatories.

No changes

ADDENDUM

(A) If a royalty is specified as to any period of this agreement:

(1) The applicable percent royalty, if any, shall be applied against that portion (to the nearest cent) of the royalty computation price of a given record which the playing time of a given selection performed by me thereon bears to the aggregate of the playing times of all selections on the said record. For the purpose of this Subparagraph (1) a selection having a playing time not exceeding 5 minutes 30 seconds shall be deemed to have a playing time of 5 minutes, a selection having a playing time exceeding 5 minutes 30 seconds but not exceeding 10 minutes 30 seconds shall be deemed to have a playing time of 10 minutes and so forth.

(2) Capitol may elect to accept payment of royalties in a foreign currency if it does not receive payment of them in United States dollars currently, in which case Capitol will deposit to my credit (and at my expense) in such foreign currency in a depository selected by Capitol any payments so received as royalties applicable to this agreement and will notify me thereof promptly. Deposit in accordance with the foregoing shall fulfill Capitol's obligation under this agreement as to record sales to which such royalty payments are applicable.

(3) I shall be deemed to have consented to all royalty statements and all other accounts rendered by Capitol to me and the same shall be binding upon me and not subject to any objection by me for any reason whatsoever unless specific objection in writing stating the basis thereof is given to Capitol within 90 days after the date rendered; and if Capitol gives me notice in writing that it denies the validity of the objection unless suit is instituted within 90 days after the date Capitol gave me such notice.

(B) If I should be unavailable for any recording session, the minimum number of masters required for the then current period of this agreement may be reduced to that number which had been recorded as of the date when such unavailability began, but in no event to less than one, or the then current period may be extended by Capitol for the duration of my unavailability, at Capitol's election. Capitol shall give notice of any such election during the then current period.

(C) If my voice should be materially and permanently impaired, or if my performances should cease to be of the high artistic quality which induced Capitol to engage me; or if I should cease to work seriously at and pursue my career as a singer and entertainer in the entertainment field; or if I should do any act offensive to decency, morality or social propriety tending to result in public scandal, hatred, ridicule or contempt, or tending, in Capitol's opinion, to reflect unfavorably upon Capitol, the sale of my recordings or Capitol's business in general; or if I should violate or be charged with the violation of any law which tends to subject me or Capitol to any hatred, ridicule, contempt or scandal; or if I should fail, refuse or neglect to comply with any of my other obligations hereunder, Capitol, in addition to any other rights or remedies which it may have, may elect to terminate my engagement hereunder by notice in writing and thereby be relieved of any liability in connection with unrecorded masters.

Exhibit CP-1.

(D) If the performance of Capitol's obligations under this agreement is delayed or becomes impossible or impracticable by reason of any act of God, fire, earthquake, strike, labor disturbance, civil commotion, act of government, its agencies or or officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, composers, or employees affecting Capitol or the industry in which it is engaged, or delays in the delivery of materials and supplies, Capitol may, upon notice to me, suspend its obligations under this agreement for the duration of such delay, impossibility or impracticability as the case may be. A number of days equal to the total of all such days of suspension shall be added to the then current period.

(E) No termination of this agreement (whether by me or by Capitol) shall in any way limit or curtail any of Capitol's rights, title, interest or privileges to or in connection with any of the results and proceeds of my endeavors under this agreement or any rights or privileges which continue after the term of this agreement ends.

(F) Definitions:

(1) The word "person" means a person, firm, or corporation.

(2) The word "unavailable" means my inability, refusal or failure to attend and/or perform at recording sessions scheduled by Capitol of which I have been given reasonable notice, regardless of the reason therefor. I shall be deemed to be continuously unavailable from the date upon which I am unable, refuse or fail to attend and/or perform at a recording session scheduled as aforesaid until 15 days after I give notice to Capitol in writing that I am again available.

(3) The word "selection" means a single musical work (including a medley), story, poem, or similar work irrespective of length.

(4) The word "period" means the duration of time set forth, as to the initial period, in Section 1. of this agreement and, as to option periods, in Section 2. of this agreement as such initial period and option periods may be extended pursuant to Paragraphs (B) and (D) of this Addendum.

(5) The word "master" means any original recording which has been accepted by Capitol as commercially satisfactory for the production of records and which embodies performance by me of a selection chosen by Capitol. If said selection has a playing time not exceeding 5 minutes 30 seconds it shall be deemed to be one master; if it has a playing time exceeding 5 minutes 30 seconds, but not exceeding 10 minutes 30 seconds it shall be deemed to be 2 masters, and so forth.

(6) The noun "record" means any device by which sound may be recorded for later transmission to listeners, whether now known or unknown and howsoever used, whether embodying sound alone or sound synchronized with or accompanied by visual images of me or another subject. The noun "record" does not include a "master" as defined above or a "permitted recording" as defined below.

(7) The words "tape record" mean a record manufactured on magnetic tape whether reel to reel, continuous loop or otherwise.

(8) The word "royalties" as used in Paragraphs 2. b., 2. c., and Section 5. above, includes royalties payable under this and any other agreement between Capitol and me. All royalty contracts between the parties heretofore or hereafter entered into shall be deemed one accounting unit.

(9) The words "permitted recordings" mean (i) soundtracks for motion pictures, (ii) recordings for broadcasts of radio programs and television programs, and (iii) library service electrical transcriptions other than those which embody a selection recorded for Capitol as to which the applicable restrictive period specified in Section 6. of this agreement has not expired.

(10) The letters "USA" mean the United States of America, its territories and possessions.

(11) The words "budget line records" mean records for which the retail list price is 2/3 or less of Capitol's usual price for purposes of computing distributor discounts for that category of records.

(12) The words "club distribution plan" mean distribution by mail order direct to consumers.

(G) The right to make any "permitted recording" does not include the right to authorize anyone other than Capitol to use such permitted recording or any component thereof for the purpose of manufacturing, distributing, selling, advertising or exploiting records for use other than that for which such permitted recording was originally made either during the term of this agreement or thereafter. I agree that if I should make any permitted recording I will do so only under a written contract expressly prohibiting its use by anyone other than Capitol for any purpose other than that for which such permitted recording was originally made. Conditioned upon Capitol's obtaining all necessary rights and licenses from any other persons involved, I hereby agree that any performances by me during the term hereof for someone other than Capitol may be used by Capitol in the manufacture, distribution, sale, advertising and exploiting of records upon the same terms and provisions as are applicable under this agreement to records manufactured from masters recorded for Capitol during the period when the permitted recording was made. If any controversy should arise or litigation be brought in respect of Capitol's rights under this Paragraph (G) I agree to cooperate fully with Capitol in connection therewith.

(H) All notices or statements of whatsoever kind of character to be given to me, and all payments may be served upon me personally or by depositing the same, postage prepaid, in any mail box, chute or other receptacle authorized by the United States Post Office Department for mail, addressed to me at the address below my signature or at such other address as I may designate by written notice mailed to Capitol, Attention: Secretary, at P.O. Box 2391, Hollywood, California 90028. The date of service of any notice, statement or payment so deposited shall be the date of deposit.

(I) I acknowledge that my performances hereunder are of a special, unique, unusual, extraordinary and intellectual character which gives them peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law and that a breach by me of any of the provisions of this agreement will cause Capitol irreparable injury, I expressly agree that Capitol is entitled to injunctive and other equitable relief to prevent a breach of this agreement or any portions thereof, which relief shall be in addition to any other rights or remedies, for damages or otherwise, which Capitol may have.

(J) If there shall exist any conflict between any provision of this agreement and any material statute, law or ordinance, the latter shall prevail, and the provisions of this agreement affected shall be curtailed, limited or eliminated to the extent (but only to the extent) necessary to remove such conflict, and as so modified this agreement shall continue in full force and effect. If the payments provided by this agreement shall exceed the amount permitted by any present or future law or governmental order or regulation, such stated payments shall be reduced while such limitation is in effect to the amount which is so permitted; and the payment of such amount shall be deemed to constitute full performance by Capitol of its obligations to me hereunder with respect to compensation during the time when such limitation is in effect.

(K) I represent and warrant that I am under no disability, restriction, or prohibition respecting musical works that I can record for Capitol except to the extent, if any, set forth in the schedule of Restricted Musical Works, below.

SCHEDULE OF RESTRICTED MUSICAL WORKS

SELECTION	COMPANY	DATE RECORDED	TYPE OF RESTRICTION	EXPIRATION OF RESTRICTION

Exhibit CP-2 - Capitol Records Contracts 8/29/68.

Contract No.
Los Angeles, California
Dated:

CAPITOL RECORDS, INC.
1750 North Vine Street
Hollywood, California 90028

Gentlemen:

The following when accepted by CAPITOL RECORDS, INC., (usually referred to in this agreement as "Capitol") will confirm our agreement this date as follows:

1. Capitol engages my exclusive personal services in connection with the production of records as _____ _____ for an initial period of _____ as the same may be extended or renewed, commencing on _____ to record during the initial period, a minimum of _____ masters, or more at Capitol's election. I accept such engagement and agree to render performances to the best of my ability and of the same high artistic quality as induced Capitol to engage me at recording sessions conducted by Capitol at times and places it may designate. The words "person," "unavailable," "selection," "period," "master," "record," "tape record," "permitted recordings," "USA," "budget line records," and "club distribution plan" as used in this agreement shall have the respective meanings set forth in Paragraph (F) of the Addendum hereto, which Addendum constitutes an integral part of this agreement.

2. Conditioned upon my full and faithful performance of each and all of the terms hereof, Capitol agrees, except as otherwise provided, to pay me the applicable amounts specified in the Payment & Master Schedule below. I grant Capitol _____ options, each to renew this agreement for a period of _____, said option periods to run consecutively beginning at the expiration of the initial period, upon all the terms applicable to the initial period, except as otherwise specified in the Payment & Master Schedule below. Each option may be exercised by notifying me in writing at least 10 days prior to the expiration of the then current period

PAYMENT & MASTER SCHEDULE

Periods of This Agreement	Amount per Master	Royalty Categories (1) USA Royalty (2) Royalty Outside USA
Initial Period		
1st Option Period		
2nd Option Period		
3rd Option Period		
4th Option Period		
5th Option Period		
6th Option Period		

a. The applicable figure in the "Amount per Master" column will be paid by Capitol within 14 days after the acceptance by Capitol of each master as commercially satisfactory for the production of records.

b. If a royalty is specified as to any period of this agreement, (i) The applicable figure in the "Amount per Master" column shall be deemed a non-returnable advance against any royalties payable to me by Capitol, (ii) The royalty rates applicable to a given master shall be the rates specified for the period in which the said master was recorded, provided that, if in the initial period or any option period I record more than the minimum number of masters specified in this agreement for that period, Capitol may elect to apply all or any part of the excess masters in fulfillment of the minimum number specified for any subsequent period or periods and as to each excess master so applied to a specified subsequent period the royalties and the "Amount per Master" payable to me shall be the royalties and "Amount per Master" in this Section 2, applicable to the specified subsequent period; (iii) Royalties will be computed and paid upon the aggregate number of records sold, for which Capitol has been paid, in each applicable royalty category after deducting either returns, rebates and credits on records returned in each royalty category, or 10% of the gross royalties, at Capitol's election, and Capitol shall be entitled to withhold from payments otherwise due from time to time reasonable reserves against anticipated returns, rebates and credits, (iv) The royalty rate applicable to tape records shall be 50% of the otherwise applicable royalty, (v) Royalties applicable to budget line records and to records sold through a club distribution plan shall be 50% of the otherwise applicable royalty, but in the case of budget line records sold in the USA not more than 2% on tape records and 4% on all other records, (vi) No royalties will be payable either on records furnished as free and/or bonus to members and other participants in a club distribution plan or on records given away or furnished on a "no charge" basis for promotional purposes or furnished as a sales inducement or otherwise to disk jockeys, radio and television stations or networks, independent distributors, subdistributors, dealers and other or on records leased or licensed for use by any person for any purpose or on records sold as scrap, (vii) As to each master which I record hereunder jointly with another artist whose compensation for such recording is based on a royalty and as to records which are produced therefrom, the applicable "Amount per Master" and royalty shall be reduced by 50% and only 50% of the payments made under Section 5, below, in connection therewith shall be deducted from my royalties, (viii) No royalties will be paid on sales at prices 80% or more below the otherwise regular wholesale price (close-out sales), (ix) Capitol will compute such royalties within 60 days after the first day of March and September of each year (or such other semi-annual payment dates as Capitol may adopt) for the preceding 6-month period and will pay such royalties, less any then unrecouped advances within said 60 days.

c. Capitol may, by notice in writing to me given at any time during the initial or any option period of this agreement, elect to revise this agreement so that for the then current period and for all subsequent periods for which Capitol may exercise options, Capitol shall be obligated to pay to me for my services during each such period, compensation at the rate of not less than $6,000 per annum. Prior to the end of the period in effect at the time Capitol makes this election, Capitol will pay to me (in addition to royalties theretofore accrued) at least an amount equal to that portion of $6,000 that the number of days remaining in said period bears to 365, and prior to the end of each subsequent period for which Capitol may exercise options, Capitol will pay to me the amount, if any, by which the amounts earned by me in respect of my services during each such subsequent period are less than $6,000. If any such subsequent period is for a term other than one year, the figure of $6,000 shall be prorated accordingly. Any amounts paid under this Paragraph 2. c. may be credited against any royalties payable to me by Capitol.

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Exhibit CP-2.

3. As to records manufactured under this agreement:

a. In the USA: royalties will be based upon the average applicable prices at which Capitol sells such records to Capitol's distribution subsidiaries in the USA except that (i) as to records sold in the USA by Capitol's licensees, royalties will be based upon either such licensee's wholesale price or the average applicable prices at which such licensee sells such records to independent distributors whichever is lower and (ii) in the case of records sold and/or distributed as premiums, royalties will be reduced 50% and will be based upon the price to the advertiser or sponsor. No deduction from the applicable price shall be made for albums, jackets, boxes or similar containers. The only deduction shall be an amount equal to excise and other applicable taxes. Notwithstanding the foregoing and particularly item (i) above, if the royalty to Capitol by Capitol's licensee is computed on what is commonly referred to as a retail basis, the rate for royalties payable to me shall be reduced 50% and will be computed on the same basis and in the same manner as the royalty to Capitol is computed.

b. Outside the USA: (i) Royalties will be based on the list price per record (less excise and other applicable taxes) for retail sales in the country of manufacture or the country of sale (depending upon the basis upon which Capitol was paid), or upon the price to the advertiser or sponsor in the case of records sold and/or distributed as premiums. (ii) Only records for which payment is received by Capitol in the USA shall be deemed sold. (iii) All royalties will be computed in the national currency of the country to which the list price so elected applies and will be paid at the same rate of exchange as Capitol is paid. All royalties applicable to this agreement received from foreign sources shall be subject to any applicable taxes; (iv) Royalties on records packaged in albums, jackets, boxes or similar containers will be based upon the list price for replacement records, computed in accordance with the standard accounting practices of Capitol's licensees. The list price of the album, jacket, box or other container in which such records are packaged and any tax on the container will be excluded in said determination. (v) Royalties applicable to records sold under special merchandising plans or otherwise at less than the regular wholesale price applicable to the initial release of the records and/or applicable to records of that type in the record industry shall be reduced in the same proportion as the regular wholesale price was reduced on such sales.

4. Nothing contained in this agreement shall obligate Capitol to make or sell records manufactured from masters or to have me in fact record the minimum number of masters specified; and Capitol shall fulfill its entire obligation to me as to unrecorded masters by paying the applicable amount specified in the "Amount per Master" column, Section 2. for each of the minimum number of masters not recorded, as the said number may be reduced pursuant to Paragraph (B) of the Addendum to this agreement, whether I am to be compensated on a flat rate or royalty basis. As to masters recorded but from which no records are made or sold. Capitol's sole obligation shall be to pay me for each such master the applicable amount specified in the "Amount per Master" column, Section 2.

5. As to any performance by me hereunder during a period in which my compensation is to be based on royalties I agree that Capitol may engage on my behalf vocalists, conductors, contractors, musicians, arrangers (including "sketchers"), orchestrators and copyists selected by Capitol, in connection with such performances, and I authorize Capitol to pay each and all of the aforesaid on my behalf. All such payments shall be deemed additional non-returnable advances to me and shall be deducted from the total royalties payable to me by Capitol. If I should delay the commencement or completion of, or be unavailable for any recording session designated by Capitol hereunder for any reason whatsoever, I agree to pay all expenses and charges actually incurred or paid by Capitol by reason thereof.

6. During the term of this agreement including all renewals, extensions and days of suspension and all periods added by amendments or by other agreements, I will not perform for the purpose of or myself engage in making records (other than permitted recordings) for anyone other than Capitol and I will not authorize the use of my name, likeness or other identification for the purpose of distributing, selling, advertising or exploiting records for anyone other than Capitol; nor will I perform any selection recorded hereunder for the purpose of making records (other than permitted recordings) for anyone other than Capitol (i) for 5 consecutive years after the date of expiration or other termination of this agreement or (ii) for 5 consecutive years after the release of Capitol's recording, whichever is later but in no event more than 6 consecutive years after the date of expiration or other termination of this agreement.

7. I grant to Capitol;

a. The results and proceeds of all my endeavors under this agreement, including the exclusive ownership of all masters, positives, or negatives thereof and records manufactured therefrom, the exclusive and perpetual right to control and use the same and the performances embodied therein upon such terms and in such forms as in its sole discretion Capitol may approve; the exclusive and perpetual right to manufacture, advertise, sell, lease, license or otherwise use or dispose of such records or any part thereof, whether based in whole or in part upon such results and proceeds or to refrain from so doing, in all fields of use throughout the world, upon such terms as in its sole discretion Capitol may approve, the perpetual right to perform publicly such records in any medium and by any means whatsoever, and the right to license others to exercise any and all of such rights throughout the world upon such terms as Capitol may approve.

b. The perpetual right to use and publish and to permit others to use and publish my name, (including any professional name heretofore or hereafter adopted by me), signature, likeness, voice and sound effects, and biographical material concerning me for advertising and trade purposes, in connection with records made hereunder, any device utilizing such records and otherwise in connection with the business and products of Capitol, its affiliates, parent, subsidiary and related companies, or to refrain therefrom.

c. The right to use as descriptive of me the phrase "Capitol Exclusive Artist" or other appropriate appellation.

d. The perpetual right to release records manufactured from masters and positives or negatives thereof under the name of Capitol or such other trade name or mark as Capitol may elect, which records may include performances of other artists, and to sell the records in albums, which albums may contain pictures, prose and verse and records embodying performances of other artists.

8. I grant Capitol the right to acquire each and every Composition and I agree that at Capitol's request I will execute an assignment of each Composition to a publisher designated by Capitol under all of the terms and conditions applicable in the Songwriter's Contract form attached hereto as Exhibit "A". Whether I sign and deliver the said form, I and the publisher designated by Capitol shall be deemed to have executed an assignment of each Composition on that form. I will not collaborate in the writing or arranging of any Composition with any person unless such person is free, jointly with me, to assign his rights in such Composition under the terms of Exhibit "A" hereto and agrees to do so if and as required under this Section 8. As used in this Section 8. the word "Composition" means every (i) original musical work (music and/or lyrics) I write or collaborate in writing during the term hereof and (ii) arrangement I write or collaborate in writing during the term hereof of a work in the public domain in the U.S.A.

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Exhibit CP-2.

9. I grant Capitol the right (but not the obligation) exclusively during the term of this agreement (and non-exclusively after the term with respect to contracts entered into during the term pursuant to this Section 9.) to use my name, voice, likeness and biographical material concerning me throughout the world in connection with the exploitation of merchandising rights. During the term of this agreement, I will not grant merchandising rights to any person other than Capitol. The words "merchandising rights" as used herein shall include, without limitation, any and all rights with respect to paperback books and comic books, cartoon and newspaper publications, animated cartoons, toys, novelties, figures and figurines, trinkets, fabric, apparel, food, drink and other goods and services whether of a similar or dissimilar nature, together with commercial tie-in rights, premiums, give-aways and and the like.

a. In connection with the exploitation by Capitol of the rights granted in this Section 9., and in addition to any amounts payable to me hereunder, Capitol will pay me a royalty of: (i) 50% of the moneys received by Capitol from persons licensed by Capitol to exercise any of the merchandising rights (provided such persons are not subsidiaries or affiliates of Capitol) after deducting Capitol's actual out-of-pocket expenses incurred in connection therewith; and (ii) 5% of the gross receipts of Capitol (or of any corporation subsidiary to or affiliated with Capitol) arising out of the exploitation by Capitol (or such corporation) of the merchandising rights granted hereunder. Returns and trade discounts shall be excluded from such gross receipts.

b. If the name, voice, likeness or biographical material of any other person or character is used in the excersise of any merchandising right for which I am entitled to payment hereunder, I will receive that proportion of the relevant amount specified in Paragraph 9. a. (i) or 9. a. (ii) above, as I bear to the total number of persons or characters, including myself, whose names, voices, likeness or biographical material are so used.

c. Royalties under this Section 9. shall be computed and paid at the times provided for computation and payment of royalties, on records. Capitol shall be obligated to account to me only with respect to moneys actually received by Capitol in the USA.

10. I represent and warrant that I am not a party to any contract which prevents my fulfilling all of my obligations hereunder or which impairs any rights granted to Capitol hereunder and I agree that all contracts executed by me during any period of this agreement will provide that such contracts are subject to the provisions of this agreement and that Capitol shall have first call upon my endeavors. I agree that during the term I will work diligently at and pursue my career as a record artist and as an entertainer, and I will not engage in any of the following activities except to the extent that the same are related to my performances under this agreement: finding musical compositions, finding talent whose artistic services may be utilized in the recording of master recordings for records, aiding in the supervision of recording sessions and activities generally involving the producing of master recordings. No failure by Capitol to perform any of its obligations under this agreement shall be deemed a material breach of this agreement until I have given Capitol written notice of its failure to perform and such failure has not been corrected within 45 days from and after the giving of such notice. In the event such failure has not been corrected within said 45 days, I may during the continuance of such failure terminate this agreement by notice in writing given to Capitol within 60 days from the date of service of my original notice. A termination under this section shall not relieve Capitol of its obligation to pay royalties or render statements as and when required hereunder. The terms set forth herein constitute the entire agreement between us, all prior negotiations and understandings being merged herein. I represent that no person acting or purporting to act on behalf of Capitol has made any promises or representations upon which I have relied except those expressly found herein. Capitol may assign this agreement, or any part thereof, or any rights thereunder to any person. This agreement may only be altered by an instrument executed both by me and Capitol.

11. This agreement shall become effective only when executed by an officer of Capitol Records, Inc. It shall be deemed to have been made in the State of California and its validity, construction, performance, breach, and operation shall be governed by the laws of California applicable to contracts made and to be performed in California.

12. I represent that I am a member of the American Federation of Television and Radio Artists in good standing or if I am not now a member in good standing of said union, I agree to become a member in good standing of said union subject to and in accordance with the applicable union security provisions of the AFTRA Code of Fair Practice.

As used in this agreement the words "I," "me," "myself" and every other grammatical variation shall mean each of the signatories hereto, individually, collectively and as a member of the Group; and the rights of Capitol and the obligations, liabilities, prohibitions and restrictions imposed upon all of the signatories as contained in this agreement shall be deemed to be applicable to the signatories hereto individually and collectively, as a member of the Group and/or as a member of any other group. A breach of this agreement by any one of the signatories hereto shall, at Capitol's election, be deemed a breach by all.

Exhibit CP-2.

Payments provided herein in excess of applicable union scale shall be made to _____

_____

and payments so made shall fulfill Capitol's obligations hereunder to each of such signatories.

ADDENDUM

(A) If a royalty is specified as to any period of this agreement:

(1) The applicable percent royalty, if any, shall be applied against that portion (to the nearest cent) of the royalty computation price of a given record which the playing time of a given selection performed by me thereon bears to the aggregate of the playing times of all selections on the said record. For the purposes of this Subparagraph (1) a selection having a playing time not exceeding 5 minutes 30 seconds shall be deemed to have a playing time of 5 minutes, a selection having a playing time exceeding 5 minutes 30 seconds but not exceeding 10 minutes 30 seconds shall be deemed to have a playing time of 10 minutes and so forth.

(2) Capitol may elect to accept payment of royalties in a foreign currency if it does not receive payment of them in United States dollars currently, in which case Capitol will deposit to my credit (and at my expense) in such foreign currency in a depository selected by Capitol any payments so received as royalties applicable to this agreement and will notify me thereof promptly. Deposit in accordance with the foregoing shall fulfill Capitol's obligation under this agreement as to record sales to which such royalty payments are applicable.

(3) I shall be deemed to have consented to all royalty statements and all other accounts rendered by Capitol to me and the same shall be binding upon me and not subject to any objection by me for any reason whatsoever unless specific objection in writing stating the basis thereof is given to Capitol within 90 days after the date rendered, and if Capitol gives me notice in writing that it denies the validity of the objection unless suit is instituted within 90 days after the date Capitol gave me such notice.

(B) If I should be unavailable for any recording session, the minimum number of masters required for the then current period of this agreement may be reduced to that number which had been recorded as of the date when such unavailability began, but in no event to less than one, or the then current period may be extended by Capitol for the duration of my unavailability, at Capitol's election. Capitol shall give notice of any such election during the then current period.

(C) If my voice should be materially and permanently impaired, or if my performances should cease to be of the high artistic quality which induced Capitol to engage me, or if I should cease to work seriously at and pursue my career as a singer and entertainer in the entertainment field; or if I should do any act offensive to decency, morality or social propriety tending to result in public scandal, hatred, ridicule or contempt, or tending, in Capitol's opinion, to reflect unfavorably upon Capitol, the sale of my recordings or Capitol's business in general, or if I should violate or be charged with the violation of any law which tends to subject me or Capitol to any hatred, ridicule, contempt or scandal, or if I should fail, refuse or neglect to comply with any of my other obligations hereunder, Capitol, in addition to any other rights or remedies which it may have, may elect to terminate my engagement hereunder by notice in writing and thereby be relieved of any liability in connection with unrecorded masters.

Exhibit CP-2.

(D) If the performance of Capitol's obligations under this agreement is delayed or becomes impossible or impracticable by reason of any act of God, fire, earthquake, strike, labor disturbance, civil commotion, act of government, its agencies or officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, composers, or employees affecting Capitol or the industry in which it is engaged, or delays in the delivery of materials and supplies, Capitol may, upon notice to me, suspend its obligations under this agreement for the duration of such delay, impossibility or impracticability, as the case may be. A number of days equal to the total of all such days of suspension shall be added to the then current period.

(E) No termination of this agreement (whether by me or by Capitol) shall in any way limit or curtail any of Capitol's rights, title, interest or privileges to or in connection with any of the results and proceeds of my endeavors under this agreement or any rights or privileges which continue after the term of this agreement ends.

(F) Definitions:

(1) The word "person" means a person, firm, or corporation.

(2) The word "unavailable" means my inability, refusal or failure to attend and/or perform at recording sessions scheduled by Capitol of which I have been given reasonable notice, regardless of the reason therefor. I shall be deemed to be continuously unavailable from the date upon which I am unable, refuse or fail to attend and/or perform at a recording session scheduled as aforesaid until 15 days after I give notice to Capitol in writing that I am again available.

(3) The word "selection" means a single musical work (including a medley), story, poem, or similar work irrespective of length.

(4) The word "period" means the duration of time set forth, as to the initial period, in Section 1. of this agreement and, as to option periods, in Section 2. of this agreement as such initial period and option periods may be extended pursuant to Paragraphs (B) and (D) of this Addendum.

(5) The word "master" means any original recording which has been accepted by Capitol as commercially satisfactory for the production of records and which embodies performance by me of a selection chosen by Capitol. If said selection has a playing time not exceeding 5 minutes 30 seconds it shall be deemed to be one master; if it has a playing time exceeding 5 minutes 30 seconds, but not exceeding 10 minutes 30 seconds it shall be deemed to be 2 masters; and so forth.

(6) The noun "record" means any device by which sound may be recorded for later transmission to listeners, whether now known or unknown and howsoever used, whether embodying sound alone or sound synchronized with or accompanied by visual images of me or another subject. The noun "record" does not include a "master" as defined above or a "permitted recording" as defined below.

(7) The words "tape record" mean a record manufactured on magnetic tape whether reel to reel, housed in a cartridge or otherwise.

(8) The word "royalties" as used in Paragraphs 2. b., 2. c., and Section 5. above, includes royalties payable under this and any other agreement between Capitol and me. All royalty contracts between the parties heretofore or hereafter entered into shall be deemed one accounting unit.

(9) The words "permitted recordings" mean (i) soundtracks for motion pictures, (ii) recordings for broadcasts of radio programs and television programs, and (iii) library service electrical transcriptions other than those which embody a selection recorded for Capitol as to which the applicable restrictive period specified in Section 6. of this agreement has not expired.

(10) The letters "USA" mean the United States of America, its territories and possessions.

(11) The words "budget line records" mean records for which the retail list price is 2/3 or less of Capitol's usual price for purposes of computing distributor discounts for that category of record.

(12) The words "club distribution plan" mean distribution by mail order direct to consumers.

(G) The right to make any "permitted recording" does not include the right to authorize anyone other than Capitol to use such permitted recording or any component thereof for the purpose of manufacturing, distributing, selling, advertising or exploiting records for use other than that for which such permitted recording was originally made either during the term of this agreement or thereafter. I agree that if I should make any permitted recording I will do so only under a written contract expressly prohibiting its use by anyone other than Capitol for any purpose other than that for which such permitted recording was originally made. Conditioned upon Capitol's obtaining all necessary rights and licenses from any other persons involved, I hereby agree that any performances by me during the term hereof for someone other than Capitol may be used by Capitol in the manufacture, distribution, sale, advertising and exploiting of records upon the same terms and provisions as are applicable under this agreement to records manufactured from masters recorded for Capitol during the period when the permitted recording was made. If any controversy should arise or litigation be brought in respect of Capitol's rights under this Paragraph (G) I agree to cooperate fully with Capitol in connection therewith.

(H) All notices or statements of whatsoever kind or character to be given to me, and all payments may be served upon me personally or by depositing the same, postage prepaid, in any mail box, chute or other receptacle authorized by the United States Post Office Department for mail, addressed to me at the address below my signature or at such other address as I may designate by written notice mailed to Capitol, Attention: Secretary, at P.O. Box 2391, Hollywood, California 90028. The date of service of any notice, statement or payment so deposited shall be the date of deposit.

(I) I acknowledge that my performances hereunder are of a special, unique, unusual, extraordinary and intellectual character which gives them peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that a breach by me of any of the provisions of this agreement will cause Capitol irreparable injury. I expressly agree that Capitol is entitled to injunctive and other equitable relief to prevent a breach of this agreement or any portions thereof, which relief shall be in addition to any other rights or remedies, for damages or otherwise, which Capitol may have.

(J) If there shall exist any conflict between any provision of this agreement and any material statute, law or ordinance, the latter shall prevail, and the provisions of this agreement affected shall be curtailed, limited or eliminated to the extent (but only to the extent) necessary to remove such conflict, and as so modified this agreement shall continue in full force and effect. If the payments provided by this agreement shall exceed the amount permitted by any present or future law or governmental order or regulation, such stated payments shall be reduced while such limitation is in effect to the amount which is so permitted; and the payment of such amount shall be deemed to constitute full performance by Capitol of its obligations to me hereunder with respect to compensation during the time when such limitation is in effect.

(K) I represent and warrant that I am under no disability, restriction, or prohibition respecting musical works that I can record for Capitol except to the extent, if any, set forth in the schedule of Restricted Musical Works, below.

SCHEDULE OF RESTRICTED MUSICAL WORKS

Selection	Company	Date Recorded	Type of Restriction	Expiration of Restriction

E357

Exhibit CP-3 - Capitol Records Contracts, 9/25/67.

Los Angeles, California
Dated:

CAPITOL RECORDS, INC.
1750 North Vine Street
Hollywood, California 90028

Gentlemen:

The following when accepted by CAPITOL RECORDS, INC., (usually referred to in this agreement as "Capitol") will confirm our agreement this date as follows:

1. Capitol engages my exclusive personal endeavors in connection with the production of records as _____ _____ for an initial period of _____ as the same may be extended or renewed, commencing on _____ to record during the initial period, a minimum of _____ masters, or more at Capitol's election. I accept such engagement and agree to render performances to the best of my ability and of the same high artistic quality as induced Capitol to engage me at recording sessions conducted by Capitol at times and places it may designate. The words "person," "unavailable," "selection," "period," "master," "record," "tape record," "permitted recordings," "USA," "budget line records," and "club distribution plan" as used in this agreement shall have the respective meanings set forth in Paragraph (F) of the Addendum hereto, which Addendum constitutes an integral part of this agreement.

2. Conditioned upon my full and faithful performance of each and all of the terms hereof, Capitol agrees, except as otherwise provided, to pay me the applicable amounts specified in the Payment & Master Schedule below. I grant Capitol _____ options, each to renew this agreement for a period of _____, said option periods to run consecutively beginning at the expiration of the initial period, upon all the terms applicable to the initial period, except as otherwise specified in the Payment & Master Schedule below. Each option may be exercised by notifying me in writing at least 10 days prior to the expiration of the then current period.

PAYMENT & MASTER SCHEDULE

Periods of This Agreement	Amount per Master	Royalty Categories (1) USA Royalty	(2) Royalty Outside USA
Initial Period			
1st Option Period			
2nd Option Period			
3rd Option Period			
4th Option Period			
5th Option Period			
6th Option Period			

a. The applicable figure in the "Amount per Master" column will be paid by Capitol within 14 days after the acceptance by Capitol of each master as commercially satisfactory for the production of records.

b. If a royalty is specified as to any period of this agreement; (i) The applicable figure in the "Amount per Master" column shall be deemed a non-returnable advance against any royalties payable to me by Capitol; (ii) The royalty rates applicable to a given master shall be the rates specified for the period in which the said master was recorded, provided that, if in the initial period or any option period I record more than the minimum number of masters specified in this agreement for that period, Capitol may elect to apply all or any part of the excess masters in fulfillment of the minimum number specified for any subsequent period or periods and as to each excess master so applied to a specified subsequent period the royalties and the "Amount per Master" payable to me shall be the royalties and "Amount per Master" in this Section 2. applicable to the specified subsequent period; (iii) Royalties will be computed and paid upon the aggregate number of records sold, for which Capitol has been paid, in each applicable royalty category after deducting either returns, rebates and credits on records returned in each royalty category, or 10% of the gross royalties, at Capitol's election, and Capitol shall be entitled to withhold from payments otherwise due from time to time reasonable reserves against anticipated returns, rebates and credits; (iv) The royalty rate applicable to tape records shall be 50% of the otherwise applicable royalty; (v) Royalties applicable to budget line records and to records sold through a club distribution plan shall be 50% of the otherwise applicable royalty, but in the case of budget line records sold in the USA not more than 2% on tape records and 4% on all other records; (vi) No royalties will be payable either on records furnished as free and/or bonus to members and other participants in a club distribution plan or on records given away or furnished on a "no charge" basis for promotional purposes or furnished as a sales inducement or otherwise to disk jockeys, radio and television stations or networks, independent distributors, subdistributors, dealers and other or on records leased or licensed for use by any person for any purpose or on records sold as scrap; (vii) As to each master which I record hereunder jointly with another artist whose compensation for such recording is based on a royalty and as to records which are produced therefrom, the applicable "Amount per Master" and royalty shall be reduced by 50% and only 50% of the payments made under Section 5. below, in connection therewith shall be deducted from my royalties; (viii) Capitol will compute such royalties within 60 days after the first day of March and September of each year (or such other semi-annual payment dates as Capitol may adopt) for the preceding 6-month period and will pay such royalties, less any then unrecouped advances within said 60 days.

c. Capitol may, by notice in writing to me given at any time during the initial or any option period of this agreement, elect to revise this agreement so that for the then current period and for all subsequent periods for which Capitol may exercise options, Capitol shall be obligated to pay to me for my services during each such period, compensation at the rate of not less than $6,000 per annum. Prior to the end of the period in effect at the time Capitol makes this election, Capitol will pay to me (in addition to royalties theretofore accrued) at least an amount equal to that portion of $6,000 that the number of days remaining in said period bears to 365; and prior to the end of each subsequent period for which Capitol may exercise options, Capitol will pay to me the amount, if any, by which the amounts earned by me in respect of my services during each such subsequent period are less than $6,000. If any such subsequent period is for a term other than one year, the figure of $6,000 shall be prorated accordingly. Any amounts paid under this Paragraph 2. c. may be credited against any royalties payable to me by Capitol.

Exhibit CP-3.

3. As to records manufactured under this agreement:

a. In the USA, royalties will be based upon the average applicable prices at which Capitol sells such records to Capitol's distribution subsidiaries in the USA except that (i) as to records sold in the USA by Capitol's licensees, royalties will be based upon either such licensee's wholesale price or the average applicable prices at which such licensee sells such records to independent distributors whichever is lower and (ii) in the case of records sold and/or distributed as premiums, royalties will be reduced 50% and will be based upon the price to the advertiser or sponsor. No deduction from the applicable price shall be made for albums, jackets, boxes or similar containers. The only deduction shall be an amount equal to excise and other applicable taxes.

b. Outside the USA: (i) Royalties will be based on the list price per record (less excise and other applicable taxes) for retail sales in the country of manufacture or the country of sale (depending upon the basis upon which Capitol was paid), or upon the redemption price or the price to the advertiser or sponsor in the case of records sold and/or distributed as premiums; (ii) Only records for which payment is received by Capitol in the USA shall be deemed sold; (iii) All royalties will be computed in the national currency of the country to which the list price so elected applies and will be paid at the same rate of exchange as Capitol is paid. All royalties applicable to this agreement received from foreign sources shall be subject to any applicable taxes; (iv) Royalties on records packaged in albums, jackets, boxes or similar containers will be based upon the list price for replacement records, computed in accordance with the standard accounting practices of Capitol's licensees. The list price of the album, jacket, box or other container in which such records are packaged and any tax on the container will be excluded in said determination; (v) Royalties applicable to records sold under special merchandising plans or otherwise at less than the regular wholesale price applicable to the initial release of the records and/or applicable to records of that type in the record industry shall be reduced in the same proportion as the regular wholesale price was reduced on such sales.

4. Nothing contained in this agreement shall obligate Capitol to make or sell records manufactured from masters or to have me in fact record the minimum number of masters specified; and Capitol shall fulfill its entire obligation to me as to unrecorded masters by paying the applicable amount specified in the "Amount per Master" column, Section 2. for each of the minimum number of masters not recorded, as the said number may be reduced pursuant to Paragraph (B) of the Addendum to this agreement, whether I am to be compensated on a flat rate or royalty basis. As to masters recorded but from which no records are made or sold, Capitol's sole obligation shall be to pay me for each such master the applicable amount specified in the "Amount per Master" column, Section 2.

5. As to any performance by me hereunder during a period in which my compensation is to be based on royalties I agree that Capitol may engage on my behalf vocalists, conductors, contractors, musicians, arrangers (including "sketchers"), orchestrators and copyists selected by Capitol, in connection with such performances, and I authorize Capitol to pay each and all of the aforesaid on my behalf. All such payments shall be deemed additional non-returnable advances to me and shall be deducted from the total royalties payable to me by Capitol. If I should delay the commencement or completion of, or be unavailable for any recording session designated by Capitol hereunder for any reason whatsoever, I agree to pay all expenses and charges actually incurred or paid by Capitol by reason thereof.

6. During the term of this agreement including all renewals, extensions and days of suspension and all periods added by amendments or by other agreements, I will not perform for the purpose of or myself engage in making records (other than permitted recordings) for anyone other than Capitol and I will not authorize the use of my name, likeness or other identification for the purpose of distributing, selling, advertising or exploiting records for anyone other than Capitol; nor will I perform any selection recorded hereunder for the purpose of making records (other than permitted recordings) for anyone other than Capitol (i) for 5 consecutive years after the date of expiration or other termination of this agreement or (ii) for 5 consecutive years after the release of Capitol's recording, whichever is later but in no event more than 6 consecutive years after the date of expiration or other termination of this agreement.

7. I grant to Capitol;

a. The results and proceeds of all my endeavors under this agreement, including the exclusive ownership of all masters, positives, or negatives thereof and records manufactured therefrom, the exclusive and perpetual right to control and use the same and the performances embodied therein upon such terms and in such forms as in its sole discretion Capitol may approve; the exclusive and perpetual right to manufacture, advertise, sell, lease, license or otherwise use or dispose of such records or any part thereof, whether based in whole or in part upon such results and proceeds or to refrain from so doing, in all fields of use throughout the world, upon such terms as in its sole discretion Capitol may approve, the perpetual right to perform publicly such records in any medium and by any means whatsoever, and the right to license others to exercise any and all of such rights throughout the world upon such terms as Capitol may approve.

b. The perpetual right to use and publish and to permit others to use and publish my name, (including any professional name heretofore or hereafter adopted by me), signature, likeness, voice and sound effects, and biographical material concerning me for advertising and trade purposes, in connection with records made hereunder, any device utilizing such records and otherwise in connection with the business and products of Capitol, its affiliates, parent, subsidiary and related companies, or to refrain therefrom.

c. The right to use as descriptive of me the phrase "Capitol Exclusive Artist" or other appropriate appellation.

d. The perpetual right to release records manufactured from masters and positives or negatives thereof under the name of Capitol or such other trade name or mark as Capitol may elect, which records may include performances of other artists, and to sell the records in albums, which albums may contain pictures, prose and verse and records embodying performances of other artists.

8. I grant Capitol the right to acquire each and every Composition and I agree that at Capitol's request I will execute an assignment of each Composition to a publisher designated by Capitol under all of the terms and conditions applicable in the Songwriter's Contract form attached hereto as Exhibit "A". Whether I sign and deliver the said form, I and the publisher designated by Capitol shall be deemed to have executed an assignment of each Composition on that form. I will not collaborate in the writing or arranging of any Composition with any person unless such person is free, jointly with me, to assign his rights in such Composition under the terms of Exhibit "A" hereto and agrees to do so if and as required under this Section 8. As used in this Section 8. the word "Composition" means every (i) original musical work (music and/or lyrics) I write or collaborate in writing during the term hereof and (ii) arrangement I write or collaborate in writing during the term hereof of a work in the public domain in the U.S.A.

9. I grant Capitol the right (but not the obligation) exclusively during the term of this agreement (and non-exclusively after the term with respect to contracts entered into during the term pursuant to this Section 9.) to use my name, voice, likeness and biographical material concerning me throughout the world in connection with the exploitation of merchandising rights. During the term of this agreement, I will not grant merchandising rights to any person other than Capitol. The words "merchandising rights"

Exhibit CP-3.

as used herein shall include, without limitation, any and all rights with respect to paperback books and comic books, cartoon and newspaper publications, animated cartoons, toys, novelties, figures and figurines, trinkets, fabric, apparel, food, drink and other goods and services whether of a similar or dissimilar nature, together with commercial tie-in rights, premiums, give-aways and and the like.

a. In connection with the exploitation by Capitol of the rights granted in this Section 9., and in addition to any amounts payable to me hereunder, Capitol will pay me a royalty of; (i) 50% of the moneys received by Capitol from persons licensed by Capitol to exercise any of the merchandising rights (provided such persons are not subsidiaries or affiliates of Capitol) after deducting Capitol's actual out-of-pocket expenses incurred in connection therewith; and (ii) 5% of the gross receipts of Capitol (or of any corporation subsidiary to or affiliated with Capitol) arising out of the exploitation by Capitol (or such corporation) of the merchandising rights granted hereunder. Returns and trade discounts shall be excluded from such gross receipts.

b. If the name, voice, likeness or biographical material of any other person or character is used in the excersise of any merchandising right for which I am entitled to payment hereunder, I will receive that proportion of the relevant amount specified in Paragraph 9. a. (i) or 9. a. (ii) above, as I bear to the total number of persons or characters, including myself, whose names, voices, likeness or biographical material are so used.

c. Royalties under this Section 9. shall be computed and paid at the times provided for computation and payment of royalties, on records. Capitol shall be obligated to account to me only with respect to moneys actually received by Capitol in the USA.

10. I represent and warrant that I am not a party to any contract which prevents my fulfilling all of my obligations hereunder or which impairs any rights granted to Capitol hereunder and I agree that all contracts executed by me during any period of this agreement will provide that such contracts are subject to the provisions of this agreement and that Capitol shall have first call upon my endeavors. I agree that during the term I will work diligently at and pursue my career as a record artist and as an entertainer, and I will not engage in any of the following activities except to the extent that the same are related to my performances under this agreement: finding musical compositions, finding talent whose artistic services may be utilized in the recording of master recordings for records, aiding in the supervision of recording sessions and activities generally involving the producing of master recordings. No failure by Capitol to perform any of its obligations under this agreement shall be deemed a material breach of this agreement until I have given Capitol written notice of its failure to perform and such failure has not been corrected within 45 days from and after the giving of such notice. In the event such failure has not been corrected within said 45 days, I may during the continuance of such failure terminate this agreement by notice in writing given to Capitol within 60 days from the date of service of my original notice. A termination under this section shall not relieve Capitol of its obligation to pay royalties or render statements as and when required hereunder. The terms set forth herein constitute the entire agreement between us, all prior negotiations and understandings being merged herein. I represent that no person acting or purporting to act on behalf of Capitol has made any promises or representations upon which I have relied except those expressly found herein. Capitol may assign this agreement, or any part thereof, or any rights thereunder to any person. This agreement may only be altered by an instrument executed both by me and Capitol.

11. This agreement shall become effective only when executed by an officer of Capitol Records, Inc. It shall be deemed to have been made in the State of California and its validity, construction, performance, breach, and operation shall be governed by the laws of California applicable to contracts made and to be performed in California.

12. I represent that I am a member of the American Federation of Television and Radio Artists in good standing or if I am not now a member in good standing of said union, I agree to become a member in good standing of said union subject to and in accordance with the applicable union security provisions of the AFTRA Code of Fair Practice.

As used in this agreement the words "I," "me," "myself" and every other grammatical variation shall mean each of the signatories hereto, individually, collectively and as a member of the Group; and the rights of Capitol and the obligations, liabilities, prohibitions and restrictions imposed upon all of the signatories as contained in this agreement shall be deemed to be applicable to the signatories hereto individually and collectively, as a member of the Group and/or as a member of any other group. A breach of this agreement by any one of the signatories hereto shall, at Capitol's election, be deemed a breach by all.

Exhibit CP-3.

Payments provided herein in excess of applicable union scale shall be made to _____

_____

and payments so made shall fulfill Capitol's obligations hereunder to each of such signatories.

ADDENDUM

(A) If a royalty is specified as to any period of this agreement

(1) The applicable percent royalty, if any, shall be applied against that portion (to the nearest cent) of the royalty computation price of a given record which the playing time of a given selection performed by me thereon bears to the aggregate of the playing times of all selections on the said record. For the purpose of this Subparagraph (1) a selection having a playing time not exceeding 5 minutes 30 seconds shall be deemed to have a playing time of 5 minutes, a selection having a playing time exceeding 5 minutes 30 seconds but not exceeding 10 minutes 30 seconds shall be deemed to have a playing time of 10 minutes and so forth.

(2) Capitol may elect to accept payment of royalties in a foreign currency if it does not receive payment of them in United States dollars currently, in which case Capitol will deposit to my credit (and at my expense) in such foreign currency in a depository selected by Capitol any payments so received as royalties applicable to this agreement and will notify me thereof promptly. Deposit in accordance with the foregoing shall fulfill Capitol's obligation under this agreement as to record sales to which such royalty payments are applicable.

(3) I shall be deemed to have consented to all royalty statements and all other accounts rendered by Capitol to me and the same shall be binding upon me and not subject to any objection by me for any reason whatsoever unless specific objection in writing stating the basis thereof is given to Capitol within 90 days after the date rendered, and if Capitol gives me notice in writing that it denies the validity of the objection unless suit is instituted within 90 days after the date Capitol gave me such notice.

(B) If I should be unavailable for any recording session, the minimum number of masters required for the then current period of this agreement may be reduced to that number which had been recorded as of the date when such unavailability began, but in no event to less than one, or the then current period may be extended by Capitol for the duration of my unavailability, at Capitol's election. Capitol shall give notice of any such election during the then current period.

(C) If my voice should be materially and permanently impaired, or if my performances should cease to be of the high artistic quality which induced Capitol to engage me, or if I should cease to work seriously at and pursue my career as a singer and entertainer in the entertainment field, or if I should do any act offensive to decency, morality or social propriety tending to result in public scandal, hatred, ridicule or contempt, or tending, in Capitol's opinion, to reflect unfavorably upon Capitol, the sale of my recordings or Capitol's business in general, or if I should violate or be charged with the violation of any law which tends to subject me or Capitol to any hatred, ridicule, contempt or scandal, or if I should fail, refuse or neglect to comply with any of my other obligations hereunder, Capitol, in addition to any other rights or remedies which it may have, may elect to terminate my engagement hereunder by notice in writing and thereby be relieved of any liability in connection with unrecorded masters.

Exhibit CP-3.

(D) If the performance of Capitol's obligations under this agreement is delayed or becomes impossible or impracticable by reason of any act of God, fire, earthquake, strike, labor disturbance, civil commotion, act of government, its agencies or or officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, composers, or employees affecting Capitol or the industry in which it is engaged, or delays in the delivery of materials and supplies, Capitol may, upon notice to me, suspend its obligations under this agreement for the duration of such delay, impossibility or impracticability, as the case may be. A number of days equal to the total of all such days of suspension shall be added to the then current period.

(E) No termination of this agreement (whether by me or by Capitol) shall in any way limit or curtail any of Capitol's rights, title, interest or privileges to or in connection with any of the results and proceeds of my endeavors under this agreement or any rights or privileges which continue after the term of this agreement ends.

(F) Definitions:

(1) The word "person" means a person, firm, or corporation.

(2) The word "unavailable" means my inability, refusal or failure to attend and/or perform at recording sessions scheduled by Capitol of which I have been given reasonable notice, regardless of the reason therefor. I shall be deemed to be continuously unavailable from the date upon which I am unable, refuse or fail to attend and/or perform at a recording session scheduled as aforesaid until 15 days after I give notice to Capitol in writing that I am again available.

(3) The word "selection" means a single musical work (including a medley), story, poem, or similar work irrespective of length.

(4) The word "period" means the duration of time set forth, as to the initial period, in Section 1. of this agreement and, as to option periods, in Section 2. of this agreement as such initial period and option periods may be extended pursuant to Paragraphs (B) and (D) of this Addendum.

(5) The word "master" means any original recording which has been accepted by Capitol as commercially satisfactory for the production of records and which embodies performance by me of a selection chosen by Capitol. If said selection has a playing time not exceeding 5 minutes 30 seconds it shall be deemed to be one master; if it has a playing time exceeding 5 minutes 30 seconds, but not exceeding 10 minutes 30 seconds it shall be deemed to be 2 masters; and so forth.

(6) The noun "record" means any device by which sound may be recorded for later transmission to listeners, whether now known or unknown and howsoever used, whether embodying sound alone or sound synchronized with or accompanied by visual images of me or another subject. The noun "record" does not include a "master" as defined above or a "permitted recording" as defined below.

(7) The words "tape record" mean a record manufactured on magnetic tape whether reel to reel, continuous loop or otherwise.

(8) The word "royalties" as used in Paragraphs 2. b., 2. c., and Section 5. above, includes royalties payable under this and any other agreement between Capitol and me. All royalty contracts between the parties heretofore or hereafter entered into shall be deemed one accounting unit.

(9) The words "permitted recordings" mean (i) soundtracks for motion pictures, (ii) recordings for broadcasts of radio programs and television programs, and (iii) library service electrical transcriptions other than those which embody a selection recorded for Capitol as to which the applicable restrictive period specified in Section 6. of this agreement has not expired.

(10) The letters "USA" mean the United States of America, its territories and possessions.

(11) The words "budget line records" mean records for which the retail list price is 2/3 or less of Capitol's usual price for purposes of computing distributor discounts for that category of records.

(12) The words "club distribution plan" mean distribution by mail order direct to consumers.

(G) The right to make any "permitted recording" does not include the right to authorize anyone other than Capitol to use such permitted recording or any component thereof for the purpose of manufacturing, distributing, selling, advertising or exploiting records for use other than that for which such permitted recording was originally made either during the term of this agreement or thereafter. I agree that if I should make any permitted recording I will do so only under a written contract expressly prohibiting its use by anyone other than Capitol for any purpose other than that for which such permitted recording was originally made. Conditioned upon Capitol's obtaining all necessary rights and licenses from any other persons involved, I hereby agree that any performances by me during the term hereof for someone other than Capitol may be used by Capitol in the manufacture, distribution, sale, advertising and exploiting of records upon the same terms and provisions as are applicable under this agreement to records manufactured from masters recorded for Capitol during the period when the permitted recording was made. If any controversy should arise or litigation be brought in respect of Capitol's rights under this Paragraph (G) I agree to cooperate fully with Capitol in connection therewith.

(H) All notices or statements of whatsoever kind of character to be given to me, and all payments may be served upon me personally or by depositing the same, postage prepaid, in any mail box, chute or other receptacle authorized by the United States Post Office Department for mail, addressed to me at the address below my signature or at such other address as I may designate by written notice mailed to Capitol, Attention: Secretary, at P.O. Box 2391, Hollywood, California 90028. The date of service of any notice, statement or payment so deposited shall be the date of deposit.

(I) I acknowledge that my performances hereunder are of a special, unique, unusual, extraordinary and intellectual character which gives them peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law and that a breach by me of any of the provisions of this agreement will cause Capitol irreparable injury. I expressly agree that Capitol is entitled to injunctive and other equitable relief to prevent a breach of this agreement or any portions thereof, which relief shall be in addition to any other rights or remedies, for damages or otherwise, which Capitol may have.

(J) If there shall exist any conflict between any provision of this agreement and any material statute, law or ordinance, the latter shall prevail, and the provisions of this agreement affected shall be curtailed, limited or eliminated to the extent (but only to the extent) necessary to remove such conflict, and as so modified this agreement shall continue in full force and effect. If the payments provided by this agreement shall exceed the amount permitted by any present or future law or governmental order or regulation, such stated payments shall be reduced while such limitation is in effect to the amount which is so permitted, and the payment of such amount shall be deemed to constitute full performance by Capitol of its obligations to me hereunder with respect to compensation during the time when such limitation is in effect.

(K) I represent and warrant that I am under no disability, restriction, or prohibition respecting musical works that I can record for Capitol except to the extent, if any, set forth in the schedule of Restricted Musical Works, below.

SCHEDULE OF RESTRICTED MUSICAL WORKS

SELECTION	COMPANY	DATE RECORDED	TYPE OF RESTRICTION	EXPIRATION OF RESTRICTION

Exhibit CQ - Plaintiffs' Statement of Disputed and Undisputed Facts.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BIG SEVEN MUSIC CORP. and ADAM VIII, LTD.,

Plaintiffs,

-against-

JOHN LENNON, APPLE RECORDS, INC., HAROLD SEIDER, CAPITOL RECORDS, INC. and EMI RECORDS LIMITED,

Defendants,

-and-

MORRIS LEVY,

Additional Defendant on Counterclaim.

FILED
U.S. DISTRICT COURT
JUL 4 05 PM '75
S.D. OF N.Y.

PLAINTIFFS' STATEMENT OF DISPUTED AND UNDISPUTED FACTS

75 Civ. 1116 (LFM)

Plaintiffs hereby submit this statement of disputed and undisputed facts:

Undisputed Facts

1. This action purports to be brought under Section 4 of the Clayton Act (15 U.S.C. §15) by reason of defendants' alleged violations of the antitrust laws (15 U.S.C. §1 et seq.).

2. Plaintiff Big Seven Music Corp. ("Big Seven") is a New York corporation, engaged in interstate and foreign commerce whose principal place of business is located in the City, County and State of New York. Big Seven is a music publishing company which owns the copyrights to numerous songs in the popular music field.

Exhibit CQ.

3. Plaintiff Adam VIII, Ltd. ("Adam VIII") is a New York corporation, engaged in interstate and foreign commerce, whose principal place of business is located in the City, County and State of New York. Adam VIII specializes in selling phonograph records and tapes through television advertising.

4. Additional defendant on counterclaim Morris Levy ("Levy") has, since at least October 1973, been the president of Big Seven and Adam VIII.

5. Defendant John Lennon ("Lennon") is a well-known international singer and songwriter of popular music. He is a resident of the State of New York and is the president and a director of defendant Apple Records, Inc. ("Apple").

6. Defendant Apple is a New York corporation.

7. Defendant Capitol Records, Inc. ("Capitol") is a Delaware corporation, authorized to do business in New York, maintains offices for the conduct of business in the City, County and State of New York, and distributes throughout the United States phonograph records and tapes of popular music.

8. Defendant Harold Seider ("Seider") is an attorney and acts as an advisor to Lennon from time to time.

9. Defendant EMI Records Limited ("EMI") is an English corporation.

10. On October 12, 1973, as part of the settlement of a copyright infringement action entitled Big Seven Music Corp. v. Maclen Music, Inc., et al., 70 Civ. 1348 (S.D.N.Y.), Apple and

Exhibit CQ.

Lennon agreed in open court that Lennon, in his next album would include [illegible] songs owned by Big Seven, including a song entitled, "You Can't [illegible]ch Me", and would either cause Apple to license three songs to Big Seven prior to December 31, 1974, or record two additional songs owned by Big Seven. A copy of the transcript of the October 12, 1973 hearing is attached to plaintiffs' amended complaint as Exhibit "A".

11. The attorneys for Apple and Lennon confirmed the terms of the October, 1973 settlement in a letter dated October 30, 1973, which Lennon countersigned to indicate his understanding and expressed acceptance of its terms. A copy of said letter is attached to plaintiffs' amended complaint as Exhibit "B".

12. In September, 1974, an album of Lennon's recordings entitled "Walls and Bridges" was released which contained the Big Seven song "Ya Ya", but did not contain "You Can't Catch Me" or any other Big Seven song.

13. On October 8, 1974, a meeting was held in New York City at Club Cavallero between Levy, Phil Kahl ("Kahl"), the vice president of Adam VIII, Lennon, Seider and May Pang.

14. At the meeting, Lennon and Seider advised Levy that Lennon, under the production of Phil Spector, had recorded several selections of rock and roll music.

15. On or about the afternoon of October 9,1975, Lennon was present along with Levy, Kahl, Lewis Garlick and others at the Record Plant in New York City.

Exhibit CQ.

16. On or about the evening of October 9, 1975, Lennon was present along with Levy, Kahl and others at Club Cavallero for a birthday celebration for Lennon.

17. On the weekend of October 17, 1974, Lennon was a guest along with May Pang and others at Levy's farm in Ghent, New York, at which time Lennon, along with other musicians, devoted many hours to rehearsing various rock and roll selections.

18. In or about October, 1975, Lennon recorded certain rock and roll selections at the Record Plant in New York City.

19. In November, 1974, Lennon caused to be delivered to Levy a 7-1/2 EQ half-track tape of his recorded performances.

20. The attorneys for Lennon sent to Big Seven a letter dated December 31, 1974 offering to license three selections to Big Seven. A copy of that letter is attached to plaintiffs' amended complaint as Exhibit "C".

21. Big Seven responded to Exhibit "C" by a letter dated January 9, 1975, a copy of which is annexed to plaintiffs' amended complaint as Exhibit "D".

22. Capitol sent a telegram to plaintiffs, a copy of which is annexed to plaintiffs' amended complaint as Exhibit "E". In response to Capitol's aforesaid telegram, Big Seven sent Capitol a telegram, annexed to plaintiffs' amended complaint as Exhibit "F".

23. Capitol then sent plaintiffs a reply telegram, a copy of which is annexed to plaintiffs' amended complaint as Exhibit "G".

Exhibit CQ.

24. By telegram dated February 10, 1975, Lennon claimed that Adam VIII was not authorized to use his name and likeness or his recorded performances in connection with the Roots album. A copy of Lennon's telegram is annexed to plaintiffs' amended complaint as Exhibit "H".

25. By telegram dated February 12, 1975, Seider denied that any agreement was reached in October, 1974 relating to an album by Lennon. A copy of Seider's telegram is annexed to plaintiffs' amended complaint as Exhibit "I".

26. Capitol sent telegrams to certain of plaintiffs' suppliers, advertising outlets and sale fulfillment organizations stating that plaintiffs had no authority to sell the Roots album and requesting the recipient not to aid plaintiffs in connection therewith.

27. Capitol has released, promoted and sold, and is promoting and selling throughout the United States an album entitled "John Lennon Rock 'n' Roll".

28. Capitol is selling the John Lennon "Rock 'n' Roll" album at a list price of $5.98.

29. In or about February 13, 1975, Lennon, during a live interview broadcast by radio station WNEW-FM in New York City made certain statements referring to the Roots album.

Disputed Facts Alleged by Plaintiffs

30. Defendant Capitol is one of the largest United States distributors of phonograph records and tapes.

Exhibit CQ.

31. Defendant EMI is one of the largest distributors in the world of phonograph records and tapes of popular music.

32. The album entitled "Walls and Bridges" was released by Apple and Lennon and contained only one composition owned by Big Seven, a brief excerpt of the selection entitled "Ya Ya".

33. Lennon failed to cause Apple to license and Apple failed to license three songs to Big Seven prior to December 31, 1974.

34. During the October 8, 1974 meeting at Club Cavallero and at other meetings in the month of October, 1974, Lennon, individually and on behalf of Apple, agreed with plaintiffs to the following:

(a) that the October, 1973 settlement would be modified;

(b) that Lennon would record approximately 15 rock and roll songs including several songs previously recorded under the production of Phil Spector;

(c) that the new recording would be sold as a record and tape under the title "Roots";

(d) that the Roots album would be sold by Big Seven or its assignee;

(e) that the sale of the Roots album would be on a worldwide basis through mail order and sale fulfillment centers;

(f) that the sale of the Roots album would be promoted by television advertising;

Exhibit CQ.

(g) that Lennon and Apple would receive an gregate royalty of 12%;

(h) that Lennon and Apple would pay any ligations owed to Phil Spector and others from the 12% yalty;

(i) that the Roots album would be done quickly as possible;

(j) that during the time that Big Seven s promoting the album, Lennon and Apple would not license permit anyone but Big Seven to manufacture, sell or omote the album or a substantially similar recording.

35. During the discussions that culminated in the resaid agreement, Lennon, Apple and Seider each represented Big Seven that:

(a) neither had any contracts with anyone ch prohibited Lennon from making the album for Big en; and

(b) neither had previously given tele- ion merchandising rights to anyone.

36. Big Seven duly relied on the aforesaid repre- tations.

37. Lennon and Apple rendered partial performance their obligations under their agreement with Big Seven in Lennon recorded approximately 15 rock and roll selections, delivered to Big Seven, for use in manufacturing the Roots um, a tape of his performances.

Exhibit CQ.

38. In or about November, 1974, Lennon, working with representatives of Big Seven, recorded the album and delivered to Big Seven two master tapes containing the fifteen selections.

39. On or about December 11, 1974, Big Seven duly assigned its rights under the October, 1974 agreement to Adam VIII.

40. Exhibit "C" to plaintiffs' amended complaint was sent on behalf of Apple.

41. Big Seven received no reply to Exhibit "D", annexed to plaintiffs' amended complaint.

42. On or about January 29, 1975, plaintiffs informed Seider that they were making final preparations to release the Roots album the following week.

43. On or about February 8, 1975, Adam VIII began advertising the album.

44. The Capitol album entitled "Rock 'n' Roll" was made from the same or a substantially similar tape as was the Roots album.

45. Capitol's "Rock 'n' Roll" album is priced at $1.00 below Capitol's normal price for comparable albums and as a result of the promotions sponsored and subsidized by Capitol, the "Rock 'n' Roll" album was offered to the public in the New York metropolitan area through E.J. Korvette chain of stores at a price of only $3.29.

Exhibit CQ.

46. During a live interview broadcast on radio station WNEW-FM in New York City on February 13, 1975, Lennon made derogatory references to the Roots album and advised his audience that the Roots album was unauthorized and not genuine and urged the public not to buy it.

47. Similar statements by defendants were reported in the trade press.

48. No agreement between or among Lennon, EMI, Capitol and Apple respecting Lennon's recordings granted Capitol the right to sell Lennon's recordings through mail order sales in the United States.

49. Lennon and Apple knew or had reason to believe at all times in their dealings with Levy, that he was acting on behalf of plaintiffs and not for himself individually.

50. In his dealings with Levy, Lennon was at all times acting both on his own behalf and as an officer of Apple with at least apparent authority to bind Apple to an agreement with Big Seven.

51. Defendants have agreed, combined and conspired with one another in an effort to harm plaintiffs and in furtherance thereof, defendants individually and in concert have committed the following acts:

(a) harassed and threatened plaintiffs' suppliers, advertising outlets and sale fulfillment organizations;

Exhibit CQ.

(b) induced or sought to induce, plaintiffs' suppliers, advertising outlets and sale fulfillment organizations to refuse to do business with plaintiffs;

(c) offered and continue to offer plaintiffs' customers, and at an artificially low price, a product substantially identical to plaintiffs';

(d) sought, and continue to seek to confuse plaintiffs' customers by falsely and deliberately representing that the Roots album is not a genuine recording by Lennon and is otherwise unauthorized and illegal;

(e) urged plaintiffs' customers not to buy the album.

52. Defendants knew about the agreement between the plaintiffs, Lennon and Apple for many months before the release of Capitol's "Rock 'n' Roll" album.

53. Capitol, EMI and Seider, acting individually and in concert, advised Lennon and Apple that they had no duty to honor the October, 1974 agreement and that they were required to record exclusively for Capitol.

54. Capitol, EMI and Seider, acting individually and in concert, induced Lennon and Apple to breach the October, 1974 agreement.

55. Lennon, Apple and Seider made the following statements to Big Seven which were, if Lennon, as defendants

alleged, was required to record exclusively for Capitol, untrue and which they knew to be untrue:

(a) neither had any contracts with anyone which prohibited Lennon from making the album for Big Seven; and

(b) neither had previously given television merchandising rights to anyone.

56. Plaintiffs suffered damage as a result of defendants' acts.

Disputed Facts Alleged by Defendants

57. Lennon and Apple were at all times dealing with Levy individually without knowledge or reason to believe that he was acting on behalf of Big Seven or Adam VIII.

58. Bernard Brown was present at the meeting at Club Cavallero on October 8, 1974.

59. Lennon did not give his consent to the use of his name, photograph and likeness in connection with the manufacture, promotion and sale of the Roots album.

60. Levy made or omitted to make the following false statements to Lennon:

(a) Levy falsely informed Lennon that Lennon and/or Apple were in material breach of the "October 1973 settlement";

(b) Levy falsely stated to Lennon that he desired to obtain tapes of Lennon's performances from which the album

entitled "Roots" was made solely for the purpose of listening to them;

(c) Levy omitted to tell Lennon that he intended to use the aforesaid tapes in order to cause the manufacture, release, marketing, advertisement and sale of the Roots album.

61. The quality of the album jacket, and phonograph recording comprising the Roots album and its merchandising is inferior to Lennon phonograph recordings produced, manufactured, promoted and sold by defendants.

62. The 7-1/2 inch EQ half-track tape given to plaintiffs in November, 1974, was for listening purposes only.

63. In 1973 and 1974, Capitol undertook extensive preparations to release, distribute and sell the "Rock 'n' Roll" album.

64. Plaintiffs misappropriated for their own use the 7-1/2 inch EQ half-track tape delivered to them by Lennon.

65. Big Seven knew, prior to the October, 1974 agreement that no person or entity could lawfully enter into an agreement with Lennon to exploit his recordings commercially without EMI's consent.

66. Plaintiffs and Levy sought to induce Lennon and Apple to breach their respective agreements with EMI and Capitol and sought to interfere with the business relations between and among Lennon, EMI and Capitol.

Exhibit CQ.

67. From the time of the creation of the tape embodying Lennon's rock and roll recordings to date, EMI has exclusively owned the common law copyright thereof and the exclusive right to first publication.

68. Plaintiffs and Levy infringed EMI's common law copyright in the tape.

69. Defendants each suffered damages as a result of plaintiffs' and Levy's actions.

November 7, 1975

WALTER, CONSTON, SCHURTMAN & GUMPEL, P
Attorneys for Plaintiffs and Levy
330 Madison Avenue
New York, New York

Exhibit CQ.

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

SHEILA ASHBY, being duly sworn, deposes and says:

Deponent is not a party to the action, is over 18 years of age and resides at 97-20 57th Avenue, Rego Park, New York, 11368.

On November 7, 1975, deponent served the within Plaintiffs' Statement of Disputed and Undisputed Facts upon:

Marshall, Bratter, Greene, Allison & Tucker
Attorneys for Defendants John Lennon & Harold Seider
430 Park Avenue
New York, New York

Cleary, Gottlieb, Steen & Hamilton
Attorneys for Defendant Apple Records, Inc.
One State Street Plaza
New York, New York

E. Barrett Prettyman, Jr., Esq.
Hogan & Hartson
815 Connecticut Avenue
Washington, D.C. 20006

Granett & Gold, P.C.
1350 Avenue of the Americas
New York, New York

Attorneys for Defendants Capitol Records, Inc. and EMI Records Limited

at the addresses designated by said attorneys for that purpose by depositing a true copy of same enclosed in a post-paid properly addressed wrapper, in an official depostiory under the

Exhibit CQ.

exclusive care and custody of the U.S. Postal Service within the State of New York.

Thelma Ashley

Sworn to before me this
7th day of November, 1975.

TERESA M. YEAGER
Notary Public, State of New York
No. 41-4062150
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1977

E377

Exhibit CR - Federal Complaint
(Without Exhibits).

BEST COPY AVAILABLE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- x

BIG SEVEN MUSIC CORP. and ADAM VIII, LTD.,

Plaintiffs,

-against-

JOHN LENNON, APPLE RECORDS, INC., HAROLD SEIDER, CAPITOL RECORDS, INC. and EMI RECORDS LIMITED,

Defendants.

- x

COMPLAINT

75 Civ. 1116

(Jury Trial Demanded)

Plaintiffs, by their attorneys, Walter, Conston, Schurtman & Gumpel, P.C., complaining of defendants, allege:

JURISDICTION AND VENUE

1. This action is brought under Section 4 of the Clayton Act (15 U.S.C. §15) for threefold the damages sustained by plaintiffs by reason of violations by defendants and others of the antitrust laws of the United States (15 U.S.C. §1 et seq.)

PARTIES

2. Plaintiff Big Seven Music Corp. ("Big Seven") is a New York corporation, engaged in interstate and foreign commerce, whose principal place of business is located in the City, County and State of New York. Big Seven is a music publishing company which owns the copyrights in numerous songs in the popular music field.

Exhibit CR.

3. Plaintiff Adam VIII, Ltd. ("Adam VIII") is a New York corporation, engaged in interstate and foreign commerce, whose principal place of business is located in the City, County and State of New York. Adam VIII specializes in selling phonograph records and tapes through television advertising.

4. Defendant John Lennon ("Lennon") is a well-known international singer and songwriter of popular music. On information and belief, he is a resident of the State of New York and is the President of defendant Apple Records, Inc.

5. On information and belief, defendant Apple Records, Inc. ("Apple") is a New York corporation, engaged in interstate and foreign commerce, whose principal place of business is located in the City, County and State of New York.

6. On information and belief, defendant Capitol Records, Inc. ("Capitol") is a Delaware corporation, engaged in interstate and foreign commerce, which is authorized to do business in New York, which maintains offices for the conduct of business in the City, County and State of New York and is one of the largest distributors in the United States of phonograph records and tapes of popular music.

7. On information and belief, defendant Harold Seider ("Seider") is an attorney who at all times material hereto has acted as an advisor to Lennon.

8. On information and belief, defendant EMI Records Limited ("EMI") is an English corporation, engaged in interstate

Exhibit CR.

and foreign commerce, which is one of the largest distributors in the world of phonograph records and tapes of popular music and which is authorized to do, and transacting business in New York.

THE FACTS

The October 1973 Settlement

9. On October 12, 1973, as part of the settlement (the "October 1973 settlement") of a copyright infringement action entitled, Big Seven Music Corp. v. Maclen Music, Inc., et al., 70 Civ. 1348 (S.D.N.Y.), Apple and Lennon agreed in open court that Lennon, in his next album, would include three compositions owned by Big Seven, including a song entitled, "You Can't Catch Me", and would either cause Apple to license three songs to Big Seven prior to December 31, 1974 or record two additional songs owned by Big Seven. A copy of the transcript of the October 12, 1973 hearing is attached as Exhibit A.

10. The attorneys for Apple and Lennon confirmed the terms of the October 1973 settlement in a letter dated October 30, 1973 (a copy of which is attached as Exhibit B), which Lennon countersigned to indicate his understanding and express acceptance of its terms.

The Breach by Apple and Lennon of the October 1973 Settlement

11. In September 197' Apple and Lennon released their next album, "Walls and Bridges", which did not comply with the terms of the October 1973 settlement. The album did not include "You Can't Catch Me" and it included only a brief excerpt from

a song entitled "Ya Ya", which is owned by Big Seven. It failed to include a third Big Seven song.

12. Lennon failed to cause Apple to license, and Apple failed to license three songs to Big Seven prior to December 31, 1974.

The October 1974 Agreement

13. In or about October 1974, Lennon, individually and on behalf of Apple, agreed that the October 1973 settlement would be modified to provide that Lennon would record approximately 15 rock and roll songs, including several songs previously recorded under the production of one Phil Spector, which would be sold as a record and tape under the title "Roots" (hereinafter referred to collectively as the "album") by Big Seven or its assignee on a world-wide basis, through mail orders and retail fulfillment centers, by means of television merchandising. Big Seven agreed to pay Lennon and Apple an aggregate royalty of 12% and Lennon and Apple agreed that they would pay any obligations owed to Phil Spector and others.

14. Lennon, Apple and Seider each represented to Big Seven that neither Lennon nor Apple had any contracts with anyone which prohibited Lennon from making the album for Big Seven and that neither had previously given television merchandising rights to anyone. Big Seven duly relied on said representations.

15. Lennon, Apple and Big Seven all agreed that the recording and production of the album would be done as quickly as

Exhibit CR.

possible, and that during the time Big Seven was promoting the album, Lennon and Apple would not license or permit anyone but Big Seven to manufacture, sell or promote the album or any substantially similar recording.

16. Thereafter, and in or about November, 1974, Lennon, working together with representatives of Big Seven, recorded the album and delivered to Big Seven two master tapes containing the 15 selections.

17. On or about December 11, 1974, Big Seven assigned its rights under the October 1974 agreement to Adam VIII, which immediately commenced preparations to press and release the album.

The Attempt by Apple and Lennon to Reinstate the October 1973 Settlement

18. In early January 1975, Big Seven received a letter from the attorneys for Apple and Lennon offering to license three selections to Big Seven. A copy of their letter is attached as Exhibit C.

19. Big Seven immediately responded by letter dated January 9, 1975 (a copy of which is attached as Exhibit D), in which Morris Levy, President of Big Seven, stated:

> "I was surprised, to say the least to receive your letter dated December 31, 1974. The stipulation of settlement entered into on October 14, 1973, was breeched by John Lennon and since that time this entire matter has been resolved during meetings with John Lennon, Harold Sider. (John

Exhibit CR.

Lennon's attorney) and myself. In accordance with the agreement reached during those negotiations, John Lennon has recorded sixteen (16) sides which I will market throughout the world by use of television advertising.

Please adjust your records to indicate that the original stipulation is no longer of any effect."

20. Big Seven received no response to the aforesaid January 9, 1975 letter.

Production and Release of the Album

21. On or about January 20, 1975, plaintiffs informed Seider that they were making final preparations to release the album the following week.

22. On or about February 3, 1975, Adam VIII began advertising the album on selected television stations throughout the United States.

Defendants' Efforts to Prevent the Production, Promotion and Sale of Plaintiffs' Album

23. On or about February 10, 1975, plaintiffs received a telegram (a copy of which is attached as Exhibit E) from Capitol notifying plaintiffs, for the first time, that EMI purported to own the master tapes to the album and that Capitol purported to have the exclusive right to distribute the album in the United States.

Exhibit CR.

24. The telegram further demanded that plaintiffs not sell or advertise the album, and stated that Capitol proposed to make similar demands upon "all television stations, advertising agencies, pressing plants, album cover manufacturers and all others" who participate with plaintiffs in the release and promotion of the album.

25. In response, plaintiffs immediately sent Capitol a telegram advising that Apple and Lennon had granted plaintiffs full television merchandising rights to the album and warning Capitol not to interfere with plaintiffs' merchandising program. A copy of plaintiffs' telegram is attached as Exhibit F.

26. Capitol then sent plaintiffs a reply telegram advising plaintiffs that Capitol proposed to continue to make demands that plaintiffs' suppliers, advertising outlets and sale fulfillment organizations not assist plaintiffs in the preparation or distribution of the album. A copy of this telegram is attached as Exhibit G.

27. By telegram dated February 10, 1975, Lennon claimed that Adam VIII was not authorized to use his name and likeness or his recorded performances in connection with the album. A copy of this telegram is attached as Exhibit H.

28. By telegram of February 12, 1975, Seider denied the existence of the October 1974 Agreement. A copy of Seider's telegram is attached as Exhibit I.

Exhibit CR.

29. On information and belief, Capitol has sent threatening telegrams to many of plaintiffs' suppliers, advertising outlets and sale fulfillment organizations.

30. On information and belief, Capitol has released and has begun actively to promote and sell in interstate commerce throughout the United States a John Lennon album (the "Capitol album") apparently made from the same tapes as the ones Lennon and Apple delivered to plaintiffs.

31. On information and belief, the Capitol album is priced at $5.98, a dollar below Capitol's normal price for comparable albums. Moreover, as a result of a promotion sponsored and subsidized by Capitol, it is being offered to the public in the New York metropolitan area through the E.J. Korvette chain of stores at a price of only $3.29.

32. On information and belief, on or about February 13, 1975, Lennon, during a live television interview broadcast by radio station WNEW-FM in New York City, told his audience that the Adam VIII album was unauthorized and not genuine and urged the public not to buy it. Similar statements by defendants were reported in the trade press.

CLAIM FOR RELIEF

Restraint of Trade and
Attempt to Monopolize

33. Plaintiffs hereby incorporate paragraphs 1 through 32 herein.

Exhibit CR.

34. On information and belief, defendants, in violation of Sections 1 and 2 of the Sherman Antitrust Act, 15 U.S.C. §§1 and 2, have agreed, combined and conspired with one another to prevent plaintiffs from promoting and selling the album successfully in interstate and foreign commerce and to monopolize the trade for recordings by Lennon.

35. In furtherance of their agreement, combination and conspiracy, defendants, acting individually or in concert:

A. harassed and threatened, and continue to harass and threaten, plaintiffs' suppliers, advertising outlets and sale fulfillment organizations with litigation and loss of business;

B. induced or sought to induce, and continue to induce or seek to induce, plaintiffs' suppliers, advertising outlets and sale fulfillment organizations to refuse to do business with and boycott plaintiffs;

C. offered, and continue to offer plaintiffs' customers, at an artificially low price, a product substantially similar to plaintiffs', thereby engaging in predatory price cutting;

D. sought, and continue to seek to confuse plaintiffs' customers by falsely and deliberately representing that the album is unauthorized and not a genuine recording by Lennon;

E. urged, and continue to urge plaintiffs' customers not to buy and to boycott the album; and

Exhibit CR.

F. engaged, and continue to engage in other improper, illegal and restrictive practices, all to the detriment of plaintiffs.

36. As a consequence, plaintiffs have been unable, and continue to be unable to promote and sell the albu. in interstate commerce in competition with the Capitol album.

37. Plaintiffs have been damaged in the sum of $14,000,000.

WHEREFORE, plaintiffs demand damages against the defendants, jointly and severally, in the sum of $42,000,000, being three times the amount of plaintiffs' damages; together with all the costs, including reasonable attorneys' fees, and disbursements of this action, and such other and further relief as this Court deems just and proper.

Dated: March 6, 1975

WALTER, CONSTON, SCHURTMAN & GUMPEL, P.C.

ORIGINAL SIGNED BY WILLIAM SCHURTMAN

By_____
A Member of the Firm
Attorneys for Plaintiffs
330 Madison Avenue
New York, New York 10017
(212) 682-2323

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Exhibit CR.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury of all issues herein.

WALTER, CONSTON, SCHURTMAN & GUMPEL, P.C.

By _____
A Member of the Firm

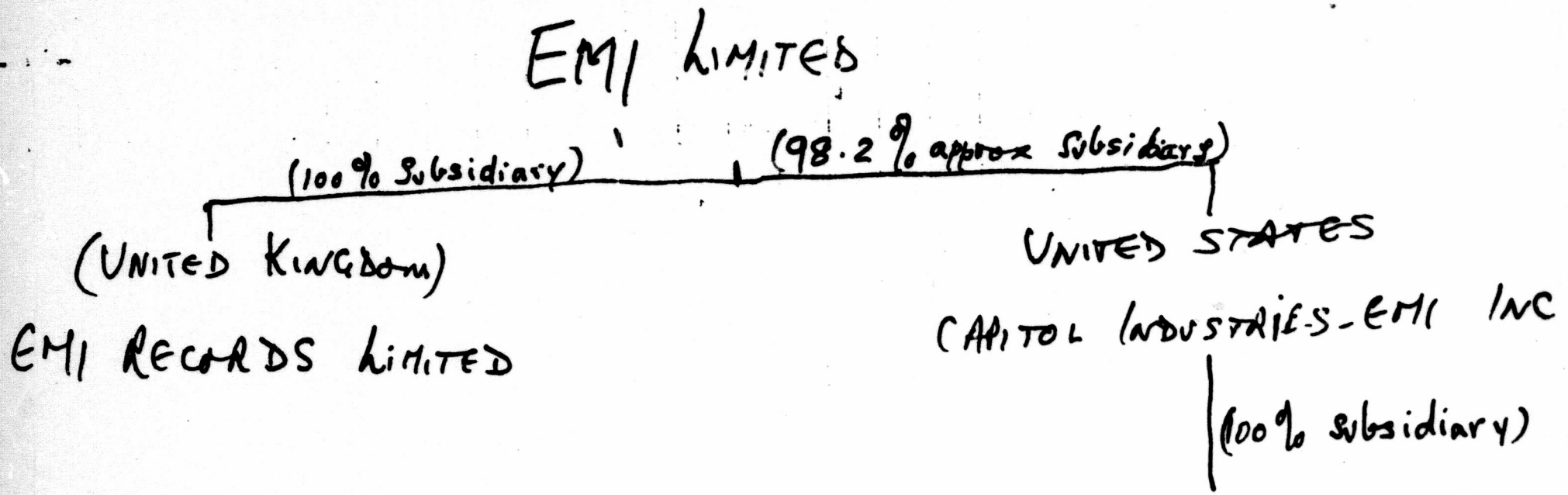

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Exhibit CR-1
Capitol Industries Corp.
Relation Chart.

LENNON/SPECTOR RECORDING
CUMULATIVE RECORDING COSTS
"OLDIES" ALBUM
RELEASED AS "ROCK 'N' ROLL"

Title	#28 11/7/73	#29 11/23/73	#30 12/6/73	#31 12/27/73	#32 1/29/74	#33 4/11/74	#35 5/13/74	#37 6/26/74	#38 5/31/74	#41 7/23/74	#43 9/13/74	#46 10/10/74	#48 11/22/74	#49 12/26/74	Total Paid (12/26/74)
A.P Bestoff, 10/19/73 (Misc.)	140.00														140.00
ster Cutting Room															
ord Plant				3,655.93	1,266.56		1,137.14				112.32				112.32
pal Percussion Serv. (Rental&Cartage)	13.10	39.30			49.14					15,000.00	5,525.70	48.60	11,785.30	23,105.05	61,326.78
pal Studio Cartage	121.37	171.25													101.54
R. Stein Music (Misc.)	52.50	13.13													292.62
udio Inst Rentals (Rental&Cartage)	335.00	111.20	215.00												65.63
& M Records		7,266.90	354.38								151.40			54.91	867.51
sicians Transfer (Rental&Cartage)		59.99								1,885.01	60.52	699.07			10,269.88
p Pong (Misc.)		643.38													59.99
porter Musical Transf. (Rental&Cartage)		76.97		127.39	78.62										643.38
ch's Musical Inst. (Rental&Cartage)			479.92		276.24									35.44	318.62
l Evans (Misc.)				714.11		1,174.09									756.16
n Ladbon (Misc.)				141.19											1,888.20
ofessional Musical Transf. (Rental&Cart.)				40.95	16.38										141.19
erson Rents (Stereo Sys.)(Rental)								800.00							57.33
stall Office Equip. (Misc.)									190.80			63.60			800.00
ner Bros Records															254.40
sicians Payroll, Tax, & AFM										80,775.62				6,879.94	87,655.56
Travel											2,093.10		19,121.69		21,214.79
K. Davis (Fee)													2,142.20		2,142.20
o Baltone (Fee)													70.01		70.01
rcell Musical (Rental)													1,800.77		1,800.77
riott Hotels (Hotel)														395.00	395.00
erican Airlines (Travel)														2,025.63	2,025.63
fessional Chauffeur (Travel)														50.99	50.99
dy Kaye (Misc.)														236.81	236.81
nie Mansour (Fee)														180.57	180.57
ne Vicari (Fee)														1,239.08	1,239.08
														666.08	666.08
78 11	661.97	8,380.12	1,049.30	4,679.97	1,686.94	1,174.09	1,137.14	800.00	190.80	97,660.63	7,942.04	811.27	34,919.97	36,869.34	195,768.18
/29/75															

E389

Exhibit CT - History
Prepared by
Vaughn Burdick
(Schedule of
Charges on
Rock 'n Roll.

E390

Exhibit CU - Report of Capitol Marketing
Re T.V. Commercials.

PERSONAL
CONFIDENTIAL

Capitol.
A CAPITOL INDUSTRIES EMI Company
MEMO

DATE February 27, 1975
TO Charles Tillinghast
OFFICE Legal ☐CI ☐CRI ☐ADI ☐

FROM William Burkhalter
OFFICE Market Research ☐CI ☐CRI ☐ADI ☐

SUBJECT: 1ST IDENTIMATCH REPORT OF ADAM VIII LENNON ROCK & ROLL #5,057
TV COMMERCIAL (Week of February 10 - 16)

The attachments to this report provide market, station, day, hour, minute and second that each 60 second Lennon commercial was aired on any of 114 key TV stations during the week of February 10 - 16, 1975.

During the week the commercial was aired as follows:

MARKET	STATION	FREQUENCY
Baltimore	WBFF	11
Chicago	WSNS	8
Cleveland	WKBF	1
Detroit	WKBD	7
Minneapolis	WTCN	4
New York	WOR	2
" "	WPIX	4
Philadelphia	WKBS	12
Pittsburgh	WPGH	10
TOTAL		59

This report will be issued each Wednesday, 10 days following end of the report period.

cc: R. Carp ✓
B. Meggs
B. Menon
D. White
D. Zimmermann

Attachments

WB:agb

SIGNED

FORM 1069L REV. 7 3'74

Exhibit CU.

IDENTIMATCH LOG FEB 10 - FEB 16,1975 PAGE 1

DATE	PRODUCT	TITLE	ISCI	LNTH	TIME	
PTOL REC BALTIMORE						
35 WBFF IND						
TUE 11	ALBUM	JOHN LENNON	CARE?001	60	10:35:16P	AIR
WED 12	ALBUM	JOHN LENNON	CARE?001	60	09:38:51A	AIR
WED 12	ALBUM	JOHN LENNON	CARE?001	60	11:37:39A	AIR
THU 13	ALBUM	JOHN LENNON	CARE?001	60	02:33:15P	AIR
FRI 14	ALBUM	JOHN LENNON	CARE?001	60	10:18:23A	AIR
FRI 14	ALBUM	JOHN LENNON	CARE?001	60	12:49:23P	AIR
SAT 15	ALBUM	JOHN LENNON	CARE?001	60	10:18:25A	AIR
SAT 15	ALBUM	JOHN LENNON	CARE?001	60	04:15:47P	AIR
SAT 15	ALBUM	JOHN LENNON	CARE?001	60	08:31:47P	AIR
SUN 16	ALBUM	JOHN LENNON	CARE?001	60	12:15:00P	AIR
SUN 16	ALBUM	JOHN LENNON	CARE?001	60	03:01:55P	AIR
		* * * * * * * * * WBFF TOT				11
		* * * * * * * * * * * * MKT TOT				11

IDENTIMATCH LOG FEB 10 - FEB 16,1975 PAGE 2

DATE	PRODUCT	TITLE	ISCI	LNTH	TIME	
PTOL REC CHICAGO						
44 WSNS IND						
MON 10	ALBUM	JOHN LENNON	CARE?001	60	05:57:14P	AIR
MON 10	ALBUM	JOHN LENNON	CARE?001	60	06:11:47P	AIR
TUE 11	ALBUM	JOHN LENNON	CARE?001	60	05:44:52P	AIR
WED 12	ALBUM	JOHN LENNON	CARE?001	60	04:31:01P	AIR
WED 12	ALBUM	JOHN LENNON	CARE?001	60	10:18:04P	AIR
THU 13	ALBUM	JOHN LENNON	CARE?001	60	05:27:17P	AIR
THU 13	ALBUM	JOHN LENNON	CARE?001	60	06:13:20P	AIR
FRI 14	ALBUM	JOHN LENNON	CARE?001	60	10:12:38P	AIR
		* * * * * * * * * WSNS TOT				8
		* * * * * * * * * * * * MKT TOT				8

Exhibit CU.

IDENTIMATCH LOG FEB 10 - FEB 16,1975 PAGE 3

DATE	PRODUCT	TITLE	ISCI	LNTH	TIME	
CAPTOL REC CLEVELAND						
61 WKBF IND						
SAT 15	ALBUM	JOHN LENNON	CARE0001	60	07132126P	AIR
		* * * * * * * * * WKBF TOT				1
		* * * * * * * * * * * * MKT TOT				1

IDENTIMATCH LOG FEB 10 - FEB 16,1975 PAGE 4

DATE	PRODUCT	TITLE	ISCI	LNTH	TIME	
CAPTOL REC DETROIT						
53 WKBD IND						
WED 12	ALBUM	JOHN LENNON	CARE0001	60	08112158P	AIR
THU 13	ALBUM	JOHN LENNON	CARE0001	60	03129131P	AIR
FRI 14	ALBUM	JOHN LENNON	CARE0001	60	01111154P	AIR
FRI 14	ALBUM	JOHN LENNON	CARE0001	60	07115121P	AIR
SAT 15	ALBUM	JOHN LENNON	CARE0001	60	04113119P	AIR
SUN 16	ALBUM	JOHN LENNON	CARE0001	60	06122126P	AIR
SUN 16	ALBUM	JOHN LENNON	CARE0001	60	06149134P	AIR
		* * * * * * * * * WKBD TOT				7
		* * * * * * * * * * * * MKT TOT				7

IDENTIMATCH LOG FEB 10 - FEB 16,1975 PAGE 5

DATE	PRODUCT	TITLE	ISCI	LNTH	TIME	
CAPTOL REC MINNEAPOLIS						
11 WTCN IND						
TUE 11	ALBUM	JOHN LENNON	CARE0001	60	03158119P	AIR
WED 12	ALBUM	JOHN LENNON	CARE0001	60	02156123P	AIR
WED 12	ALBUM	JOHN LENNON	CARE0001	60	03123114P	AIR
WED 12	ALBUM	JOHN LENNON	CARE0001	60	04100153P	AIR
		* * * * * * * * * WTCN TOT				4
		* * * * * * * * * * * * MKT TOT				4

Exhibit CU.

IDENTIMATCH LOG FEB 10 - FEB 16,1975 PAGE 6

DATE	PRODUCT	TITLE	ISCI	LNTH	TIME
PTOL REC NEW YORK					
09 WOR IND					
MON 10	ALBUM	JOHN LENNON	CARE0001	60	02:36:49P AIR
MON 10	ALBUM	JOHN LENNON	CARE0001	60	05:29:59P AIR
		* * * * * * * * * * WOR TOT			2
11 WPIX IND					
WED 12	ALBUM	JOHN LENNON	CARE0001	60	04:02:08P AIR
FRI 14	ALBUM	JOHN LENNON	CARE0001	60	12:15:08P AIR
FRI 14	ALBUM	JOHN LENNON	CARE0001	60	11:13:35P AIR
SAT 15	ALBUM	JOHN LENNON	CARE0001	60	12:08:52P AIR
		* * * * * * * * * * WPIX TOT			4
		* * * * * * * * * * * * * * MKT TOT			6

IDENTIMATCH LOG FEB 10 - FEB 16,1975 PAGE 7

DATE	PRODUCT	TITLE	ISCI	LNTH	TIME
PTOL REC PHILADELPHIA					
08 WKBS IND					
WED 12	ALBUM	JOHN LENNON	CARE0001	60	07:59:02P AIR
WED 12	ALBUM	JOHN LENNON	CARE0001	60	01:10:39A AIR
THU 13	ALBUM	JOHN LENNON	CARE0001	60	01:19:48P AIR
THU 13	ALBUM	JOHN LENNON	CARE0001	60	01:59:07P AIR
THU 13	ALBUM	JOHN LENNON	CARE0001	60	09:52:00P AIR
THU 13	ALBUM	JOHN LENNON	CARE0001	60	10:21:43P AIR
THU 13	ALBUM	JOHN LENNON	CARE0001	60	11:25:40P AIR
FRI 14	ALBUM	JOHN LENNON	CARE0001	60	01:21:07P AIR
FRI 14	ALBUM	JOHN LENNON	CARE0001	60	01:44:44P AIR
FRI 14	ALBUM	JOHN LENNON	CARE0001	60	02:32:54P AIR
FRI 14	ALBUM	JOHN LENNON	CARE0001	60	04:11:32P AIR
FRI 14	ALBUM	JOHN LENNON	CARE0001	60	11:26:18P AIR
		* * * * * * * * * * WKBS TOT			12
		* * * * * * * * * * * * * * MKT TOT			12

Exhibit CU.

IDENTIMATCH LOG FEB 10 - FEB 16,1975 PAGE 8

DATE	PRODUCT	TITLE	ISCI	LNTH	TIME	
CAPTOL REC PITTSBURGH						
53 WPGH IND						
MON 10	ALBUM	JOHN LENNON	CAPE?001	60	07:28:46P	AIR
MON 10	ALBUM	JOHN LENNON	CAPE?001	60	08:32:37P	AIR
TUE 11	ALBUM	JOHN LENNON	CAPE?001	60	07:22:10P	AIR
TUE 11	ALBUM	JOHN LENNON	CAPE?001	60	28:36:20P	AIR
WED 12	ALBUM	JOHN LENNON	CAPE?001	60	06:28:21P	AIR
WED 12	ALBUM	JOHN LENNON	CAPE?001	60	28:55:25P	AIR
THU 13	ALBUM	JOHN LENNON	CAPE?001	60	06:59:03P	AIR
THU 13	ALBUM	JOHN LENNON	CAPE?001	60	28:56:59P	AIR
FRI 14	ALBUM	JOHN LENNON	CAPE?001	60	27:22:49P	AIR
FRI 14	ALBUM	JOHN LENNON	CAPE?001	60	28:16:41P	AIR
					WPGH TOT	10
					MKT TOT	10
					ADVT TOT	59

3/18/76

AUDIENCE DELIVERY
FEBRUARY 1975
BASED ON ARB & NIELSEN

MARKET	STATION/CHANNEL #	# SPOTS	ARB AVG. ½ HOUR AUDIENCE M-F 11:30PM-CC (NYT) Homes per Spot	ARB Total Homes	NIELSEN AVG. ½ HOUR AUDIENCE M-F 11:30PM-CC (NYT) Homes per Spot	NIELSEN Total Homes
BALTIMORE	WBFF-TV/45	11	3,000	33,000	6,000	66,000
CHICAGO	WSNS-TV/44	8	13,000	104,000	Not reflected in report	
CLEVELAND	WUAB-TV/43	1	14,000	14,000	16,000	16,000
DETROIT	WKBD-TV/50	7	27,000	189,000	36,000	252,000
MINNEAPOLIS	WTCN-TV/11	4	55,000	275,000	48,000	192,000
NEW YORK	WOR-TV/9	2	78,000	156,000	149,000	298,000
	WPIX-TV/11	4	60,000	240,000	120,000	480,000
PHILADELPHIA	WKBS-TV/48	12	24,000	288,000	24,000	288,000
PITTSBURGH	WPGH-TV/53	10	4,000	40,000	Not reflected in report	
				1,339,000		1,592,000

Exhibit CV - Report of Number of Homes Watching at Date of Advertisement.

E395

BEST COPY AVAILABLE

E396

Exhibit CW - Capitol Marketing Plan -
"Rock 'n Roll" - 2/11/75.

FORM 3434 REV. 7 10/70

[illegible] PLAN/PROJECT ACCOUNT AUTHORIZATION

C[illegible]

DATE [illegible]

RELEASE DATE [illegible]

ALBUM/PROJECT TITLE "Rock 'n Roll"

PROJECT MANAGER Dennis Killeen

ARTIST John Lennon

COMMITMENT (ASSIGNED) $

ALLOCATION:

DISC– SK-3419

TAPE–

TOTAL–

ESTIMATED PROJECT BUDGET $ 32,000

CC/MAN: 65-792

PROJ. NO. 17357

MINOR CODE	ACTIVITIES	PRODUCT QUANTITY	COSTS ESTIMATE	COSTS ACTUAL
960	TV Spot :30		6,000	
960	Radio Spot :30 + :60		1,000	
961	Consumer Print		6,000	
962	Trade			
	3 LP Ads		6,000	
	3 Single Ads		6,000	
973	Poster	3,500	2,000	
	Film		250	
973	Mobile	500	2,250	
973	Buttons	1M	500	
973	T-Shirts 1,000 @ $2		2,000	
			32,000	

PROJ. MGR. [illegible]

APPROVED: [illegible]

E397

Exhibit CX - Capitol List re Promotional Campaign for "Rock 'n Roll" 3/25/76.

Prepared March 25, 1976 Release Date: Feb. 10, 1975

JOHN LENNON

"Rock & Roll"

ITEM	QUANTITY	DATE ORDERED	DATE OF ARRIVAL	COST.
:30 TV Spot		Feb. 11	March 7	$ 4,538.09
:30 & :60 Radio Spot	160 Ea.	Feb. 11	Feb. 13	466.93
Poster 24 x 36 B&W with red	3,000	Feb. 11	Feb. 15 (Approx. per Vicki) In Los Angeles, for distribution	693.77
T-Shirts Black with pink lettering	1,450	Feb. 12	Feb. 27 In Los Angeles, for distribution	2,646.45
T-Shirts (re-order) For Lennon personally	108	Mar. 21	March 26 In Los Angeles	226.35
Buttons 2¼" dia. B&W with red	1,000	Feb. 12	Feb. 22 (Approx. per Vicki) In Los Angeles, for distribution	174.90
Postcards B&W	500	Feb. 12	FEb. 28 In Los Angeles, for distribution	53.00
Sticker 2-Color	1,000	Feb. 20	Feb. 26 In Los Angeles	200.00

TRADE

			On Sale	
Billboard (LP) Cashbox (LP) Record World (LP)	Page 2-Col.	Feb. 11	Feb. 17	1,863.20 1,707.10 1,670.25
Billboard (S) Cashbox (S) Record World (S)	Page B&W	Feb. 20	March 15 March 8 March 8	2,192.00 1,543.50 1,579.50

(S = Stand By Mo.)

E398

Exhibit CX.

JOHN LENNON
Page 2

ADVERTISING

ITEM	QUANTITY	DATE ORDERED	DATE OF ARRIVAL	COST
		CONSUMER		
Unidentified Miscellaneous Consumer			On Sale	
Rolling Stone	Page B&W	FEb. 20	May 8	3,790.75 3,040.40
National Lampoon	Page B&W	Feb. 27	April	3,669.88
Sunset Strip Board Board up from March 7 to July 5, 1975		FEb. 27	March 7	11,535.98
PRESS				
Special Folder Die cut, black	1,400	Feb. 12	Feb. 27	501.38
Postage				797.51
Publicity Photos				407.19
Photos				290.10
Artwork				208.92
Freight				83.76

Exhibit CY - Handwritten Notes by Kohara February, 1975

FLASH (LENNON)

FLASH TO N.Y. TUESDAY WITH AL COURY & DENNIS KUELEN, ED 10/28/75

MET WITH JOHN LENNON, MAY PANG, AL, DENNIS, HAROLD SEIDMAN (ATTORNEY) AND MYSELF AT 10:30 PM OR SO — SATURDAY EVENING.

SHOWED EVERYONE TWO COMPS. — JOHN CHOSE THE NEON VERSION WITH THE OLD PHOTOS. I HAD TO DEAL WITH THE PHOTOGRAPHER (JURGEN VOLLMER) THERE AND THEN TO GAIN ACCESS TO THE PHOTOS.

MAY PANG PROMISED US TUNES AND CREDITS BY MONDAY — FEB 3 PM. [illegible]

SHE ALSO TOLD ME TO GO DIRECTLY TO PRESS WITH THE COVERS BECAUSE OF TIME. SHE JUST WANTED TO SEE COVER PROOFS WHEN I GET THEM.

FRIDAY — FEB 7.

[illegible]

MONDAY — FEB 10

[illegible]

E400

Exhibit CY.

MEMOS TO SELF - REGARDING ANY CHANGES OR INSTRUCTIONS FOR PACKAGE.

Thursday Feb. 1 — MAY PARR CALLED TO SEE IF ALBUM TITLE COULD BE CHANGED. I SAID NO — THE NEON WAS ALREADY FINISHED. SHE SAID OK. LEAVE THE TITLE AS IS.

SHE GAVE GERDA CREDIT CHANGES ON THE LINER.
THE PRODUCERS LINE.
THE ARRANGERS LINE

ALSO CHANGE SEQUENCE OF PLAYING ORDER

E401

Exhibit DB - 3/24/75 - Posner Memo
re Price of Capitol Albums.

/ PRICING OF POPULAR ALBUM NEW RELEASES /

	# ALBUMS At Regular Suggested List Price*	# ALBUMS At $1.00 Below Regular Suggested List	
Fiscal '72	181	1	4/72 Raspberries (New artist)
Fiscal '73	149	0	
Fiscal '74	104	0	
Fiscal '75	103	1	2/75 Lennon - Rock N Roll
July'75-March'76	83	0	
TOTAL	620	2	

* Regular Suggested List = $5.98 Disc & $6.98 Tape thru 7/31/74
" " " = $6.98 Disc & $7.98 Tape thereafter

3/24/75
HP

Exhibit DC - 10 Methods Used to Project "Rock 'n Roll" Unit Sales.

10 METHODS USED TO PROJECT "ROCK 'N' ROLL" UNIT SALES IN U.S.
(000)

	U.S. Unit Sales
1. Using actual sales results--average 5 prior Lennon albums.	644
2. Using actual sales results--average 4 prior Lennon albums (excludes "Sometime in New York City").	764
3. Using actual sales results--average 3 prior Lennon albums (excludes "Sometime in New York City" and "Imagine").	501
4. Using fiscal '75 budget (prepared 2/28/74) for "Rock 'N' Roll".	750
5. Based on Canada's unit sales share of 5 prior Lennon albums (9.4%) coupled with Canada's actual unit sales of "Rock 'N' Roll" (65.0 units).	691
6. Based on Canada's unit sales share of 2 prior Lennon albums (12.5%) coupled with Canada's actual unit sales of "Rock 'N' Roll".	520
7. Based on Canada's unit sales share of 8 other albums (8.6%) released in February '75, coupled with Canada's actual sales of "Rock 'N' Roll".	756
8. Based on Canada's unit sales share of 31 other albums (9.7%) released in December 1974 through April 1975 (2 months prior through 2 months after release), coupled with Canada's actual sales of "Rock 'N' Roll".	670
9. Using Canada's sales growth on "Rock 'N' Roll" album vs. "Walls & Bridges" album (up 33%) and applying same sales growth to U.S. sales of "Walls & Bridges".	566
10. Linear regression trend analysis based on sales of 3 prior Lennon albums.	583
Total	6,445
Average	(645)

Note: Canadian management feels "despite the fact that the competitive package did not appear in Canada it was observed by many retailers that the package had a relatively short chart life in the U.S. This affected our ultimate sales achievement to the extent of a shortfall in sales of 10 to 15%". If we had included 5 more methods...using 12.5% shortfall and alternatives 5, 6, 7, 8, and 9 above...average would have risen to 674 units.

LENNON U.S. UNIT SALES HISTORY
(000)

Release Date	Selection Number		Calendar Year 70	71	72	73	74	75	76	Total To Date Thru 2/76
	/ALBUMS/									
12/70	SW 3372	Plastic Ono Band	648	15	(6)	9	18	16	2	702
9/71	SW 3379	Imagine		1,517	(54)	10	47	31	2	1,553
6/72	SVBB3392	Sometime in NYC			257	(87)	(9)	3	-	164
10/73	SW 3414	Mind Games				580	(152)	(49)	(3)	376
9/74	SW 3416	Walls and Bridges					615	(172)	(18)	425
2/75	SK 3419	Rock 'n' Roll						362	(20)	342
11/75	SW 3421	Shaved Fish						438	(4)	434*
		TOTAL	648	1,532	197	512	519	629	(41)	3,996

Average 1st 5 albums — #1 (644) (3,220 ÷ 5)

Average 1st 4 albums - without SOMETIME IN NEW YORK CITY — #2 (764) (3,056 ÷ 4)

Average 1st 3 albums - without " " " " " and IMAGINE — #3 (501) (1,503 ÷ 3)

* Corrected

Exhibit DD P E 403

Lennon US. Unit Sales History

March 25, 1976

E404

Exhibit DE - Projection for Fiscal 1975
(U.S. Budget) 2/28/74.

RANK (LTR. UNITS)	ARTIST	NET AIRPLAY	CATALOG UNITS	%	TOTAL UNITS	%
1.	GRAND FUNK	2				
2.	HELEN REDDY	2				
3.	BEATLES (GROUP)	—				
4.	STEVE MILLER	2				
5.	ANNE MURRAY	2				
6.	PINK FLOYD	—				
7.	MERLE HAGGARD	3				
8.	RINGO STARR	1				
9.	GEORGE HARRISON	1				
10.	THE BAND	2				
11.	PAUL McCARTNEY	1				
12.	JOHN LENNON	1	750	2.7		#4
	S-T	17				
13.	LEO KOTTKE	2				
14	TAVARES	2				
15	BRECKENRIDGE	2				
16	NAT KING COLE	—				
17	BEACH BOYS	—				
18	FREDDIE HART	3				
19	ERNIE FORD	2				
20	KATHI McDONALD	2				
21	BLUE SWEDE	2				
22	BABE RUTH	2				
	S-T	17				

E405

Exhibit DE.

GLEN CAMPBELL	2				
RAINBOW CANYON	2				
BLOODROCK	2				
RENAISSANCE	2				
FOREST GREEN	2				
LORI LIEBERMAN	2				
LETTERMAN	2				
BUCK OWENS	2				
	50	12450	42.0		

E406

Exhibit DF - Canada's Share of U.S. Unit Sales of All Lennon Albums.

3-26-76
HP & MW

CANADA'S SHARE OF U.S. UNIT SALES
OF ALL LENNON ALBUMS
(Units 000)

Release Date	Selection No.	Title	U.S. Units (H.A.S.)	CRC Units (L01-25-A)	% CRC
12/70	SW-3372	Plastic Ono Band	702.0	53.4	7.6
9/71	SW-3379	Imagine	1,552.9	131.2	8.4
6/72	SVBB-3392	Sometime In N.Y.C.	164.0	18.8	11.5
10/73	SW-3414	Mind Games	376.3	51.1	13.6
9/74	SW-3416	Walls & Bridges	425.2	48.8	11.5
	Total 5 Albums		3,220.4	303.3	9.4%
2/75	SK-3419	Rock 'N' Roll	342.0	65.0	19.0%

SHARE APPROACH:

Given:

A. On all prior Lennon albums, Canada's actual unit sales averaged 9.4% of U.S. actual unit sales.

B. Canada's actual unit sales of "Rock 'N' Roll" through 2/76 = 65.0.

Projection:

Based on Canada's actual historical share of U.S., coupled with Canada's actual sales of "Rock 'N' Roll" -

It is projected that U.S. unit sales on "Rock 'N' Roll" should have been approximately (691) units (65.0 ÷ 9.4%). #5

E407

Exhibit DG - Canada's Share of U. S. Unit Sales on 2 Prior Lennon Albums.

3-26-76
HP & MW

CANADA'S SHARE OF U.S. UNIT SALES OF 2 PRIOR LENNON ALBUMS (Units 000)

Release Date	Selection No.	Title	U.S. Units (H.A.S.)	CRC Units (L01-25-A)	% CRC
10/73	SW-3414	Mind Games	376.3	51.1	13.6
9/74	SW-3416	Walls & Bridges	425.2	48.8	11.5
	Total 2 Albums		801.5	99.9	12.5%
2/75	SK-3419	Rock 'N' Roll	342.0	65.0	19.0%

SHARE APPROACH:

Given:

A. On 2 prior Lennon albums, Canada's actual unit sales averaged 12.5% of U.S. actual unit sales.

B. Canada's actual unit sales of "Rock 'N' Roll" through 2/76 = 65.0.

Projection:

Based on Canada's actual historical share of U.S., coupled with Canada's actual sales of "Rock 'N' Roll" -

It is projected that U.S. unit sales on "Rock 'N' Roll" should have been approximately 520 units (65.0 ÷ 12.5%).
#6

Exhibit DH - Canada's Share of U. S. Unit Sales of All New Albums Released in February, 1975 to Compare With "Rock 'n Roll".

CANADA'S SHARE OF U.S. UNIT SALES
OF ALL NEW ALBUMS RELEASED IN FEB.'75
TO COMPARE WITH LENNON'S "ROCK 'N' ROLL" ALBUM
(Units 000)

Selection No.	Artist	Title	Units Through 2/76 U.S. (H.A.S.)	CRC (L01-25-A)	% CRC
ST-11374	Freddie Hart	Greatest Hits	88.2	11.1	12.6
SW-11364	Lettermen	There Is No Greater Love	43.0	1.4	3.3
ST-11371	Supersax	Plays Bird With Strings	17.1	1.0	5.8
ST-9202	Evie Sands	Estate Of Mind	13.4	0.5	3.7
ST-11369	Black Sheep	Black Sheep	7.7	0.4	5.2
ST-11372	David Hentschel	Sta*rtling Music	2.9	0.4	13.8
ST-11375	Sadistic Mika Band	Sadistic Mika Band	2.3	0.3	13.0
ST-11370	Roger Moon	Nobody Knows My Name	1.4	0.1	7.1
	Total All Feb.'75 Albums, Except Lennon		176.0	15.2	8.6%
SK-3419	John Lennon	Rock 'N' Roll	342.0	65.0	19.0%

SHARE APPROACH:

Given:

A. On 8 other new albums released in Feb.'75, Canada's actual unit sales averaged 8.6% of U.S. actual unit sales.

B. Canada's actual unit sales of "Rock 'N' Roll" through 2/76 = 65.0.

Projection:

Based on Canada's actual sales share on the 8 other albums released in Feb.'75, coupled with Canada's actual sales of "Rock 'N' Roll" -

It is projected that U.S. unit sales of "Rock 'N' Roll" should have been approximately 756 units (65.0 ÷ 8.6%).

#7

Exhibit DI - December 1974/April 1975
New Releases Without Lennon.

[illegible]			U.S.		%
SO-11356	Grand Funk	[illegible]	428.3	[illegible]	9.7
SMAS-3418	George Harrison	[illegible]	404.5	39.9	9.9
ST-11361	Soundtrack	[illegible] Orient Express	14.1	.7	5.0
	Total Dec. Releases		847.4	82.3	9.7%
/JANUARY/					
ST-11363	Jessi Colter	I'm Jessi Colter	228.1	23.9	10.5
ST-11368	Pilot	Pilot	54.9	3.3	6.0
ST-11367	Babe Ruth	Babe Ruth	33.0	20.2	61.2
ST-11366	Al Martino	To Each Dear of the Sun	31.9	6.6	20.7
ST-11360	J. Witherspoon	Love is a Five Letter Word	11.7	.6	5.1
ST-11330	Steve Harley	The Psychomodo	5.9	1.2	20.3
ST-11362	David Axelrod	Songs of Innocence	1.5	.2	13.3
	TOTAL JANUARY RELEASES		367.0	56.0	15.3%
/FEBRUARY/					
ST-11374	Freddie Hart	Greatest Hits	88.2	11.1	12.6
ST-11364	Lettermen	There Is No Greater Love	43.0	1.4	3.3
ST-11371	Supersax	Plays Bird with Strings	17.1	1.0	5.8
ST-9202	Evie Sands	Estate of Mind	13.4	.5	3.7
ST-11369	Black Sheep	Black Sheep	7.7	.4	5.2
ST-11372	David Hentschel	Sta*rtling Music	2.9	.4	13.8
ST-11375	Sadistic Mika Band	Sadistic Mika Band	2.3	.3	13.0
ST-11370	Roger Moon	Nobody Knows My Name	1.4	.1	7.1
	TOTAL FEBRUARY RELEASES		176.0	15.2	8.6%
/MARCH/					
ST-11378	Bob Seger	Beautiful Loser	116.8	5.6	4.8
ST-11381	Status Quo	On The Level	22.4	11.2	50.0
ST-11346	Blue Swede	Out of The Blue	13.3	1.3	9.8
	TOTAL MARCH RELEASES		152.5	18.1	11.9%
/APRIL/					
VBB-11384	Beach Boys	Spirit of America	800.4	61.4	7.7
ST-11365	Merle Haggard	Movin' On	190.6	14.3	7.5
ST-9203	Righteous Bros.	Sons of Mrs. Righteous	28.1	3.4	12.1
ST-11393	Susan Raye	Watcha Gonna Do	20.1	1.3	6.5
ST-11391	LaCosta	With All My Love	18.2	.3	1.6
ST-11387	Connie Cato	Good Hearted Woman	11.2	.3	2.7
ST-11394	Steve Harley	Best Years of Our Lives	5.3	.8	15.1
ST-11376	Barrett Strong	Stronghold	3.6	.1	2.8
ST-11343	SNAFU	Situation Normal	2.5	.4	16.0
ST-11377	Barbara Acklin	Place In The Sun	.7	.2	28.6
	TOTAL APRIL RELEASES		1,080.7	82.5	7.6
	TOTAL 5 MONTHS		2,623.6	254.1	9.7%

E410

Exhibit DI.

SHARE APPROACH:

Given:

A. On 31 other new albums released in Feb.'75, Canada's actual unit sales averaged 9.7% of U.S. actual unit sales.

B. Canada's actual unit sales of "Rock 'N' Roll" through 2/76 = 65.0.

Projection:

Based on Canada's actual sales share on the 31 other albums released in February'75, coupled with Canada's actual sales of "Rock 'N' Roll" -

It is projected that U.S. unit sales of "Rock 'N' Roll" should have been approximately 670 units (65.0 ÷ 9.7%).

#8

E411

Exhibit DJ - 3/25/76 Posner to Burkhalter.

PERSONAL

CONFIDENTIAL

Capitol.
A CAPITOL INDUSTRIES EMI Company

MEMO

DATE March 25, 1976

TO Hal Posner
OFFICE Financial Planning & Analysis Director ☐CI ☐CRI ☐ADI ☐

FROM William R. Burkhalter
OFFICE Market Research ☐CI ☐CRI ☐ADI ☐

SUBJECT: JOHN LENNON'S SALES PROJECTIONS #6065

The attachment (Exhibit I) compares actual net U.S. sales of Lennon's albums with Lennon's Canadian sales (broken line). Canadian sales were plotted using a scale 1/10th that of U.S. sales. On a "ratio" ruling, lines which have the same slopes have identical rates of growth, or decline, regardless of their values.

You will notice that U.S. and Canadian sales tracked closely until "Rock 'N Roll", which was down sharply (the first Lennon album not to be certified a million $ seller). If we assume that Canadian sales were a "normal" reflection of consumer demand while U.S. sales were affected by external influences, we can approximate "normal" U.S. sales by projecting U.S. sales of "Rock 'N Roll" in proportion to the Canadian sales growth of "Rock 'N Roll" over "Walls & Bridges" (+33%). Using this technique, the U.S. sales expectancy of "Rock 'N Roll" would be at least 566,000 units (Walls & Bridges sales (425,000 units) plus 33.2% (141,000 units) incremental sales increase in Canada of R.N.R. over W.& B., for an additional 224,000 units over actual U.S. sales of R.N.R.). #9

Attachment

cc: D. Zimmermann

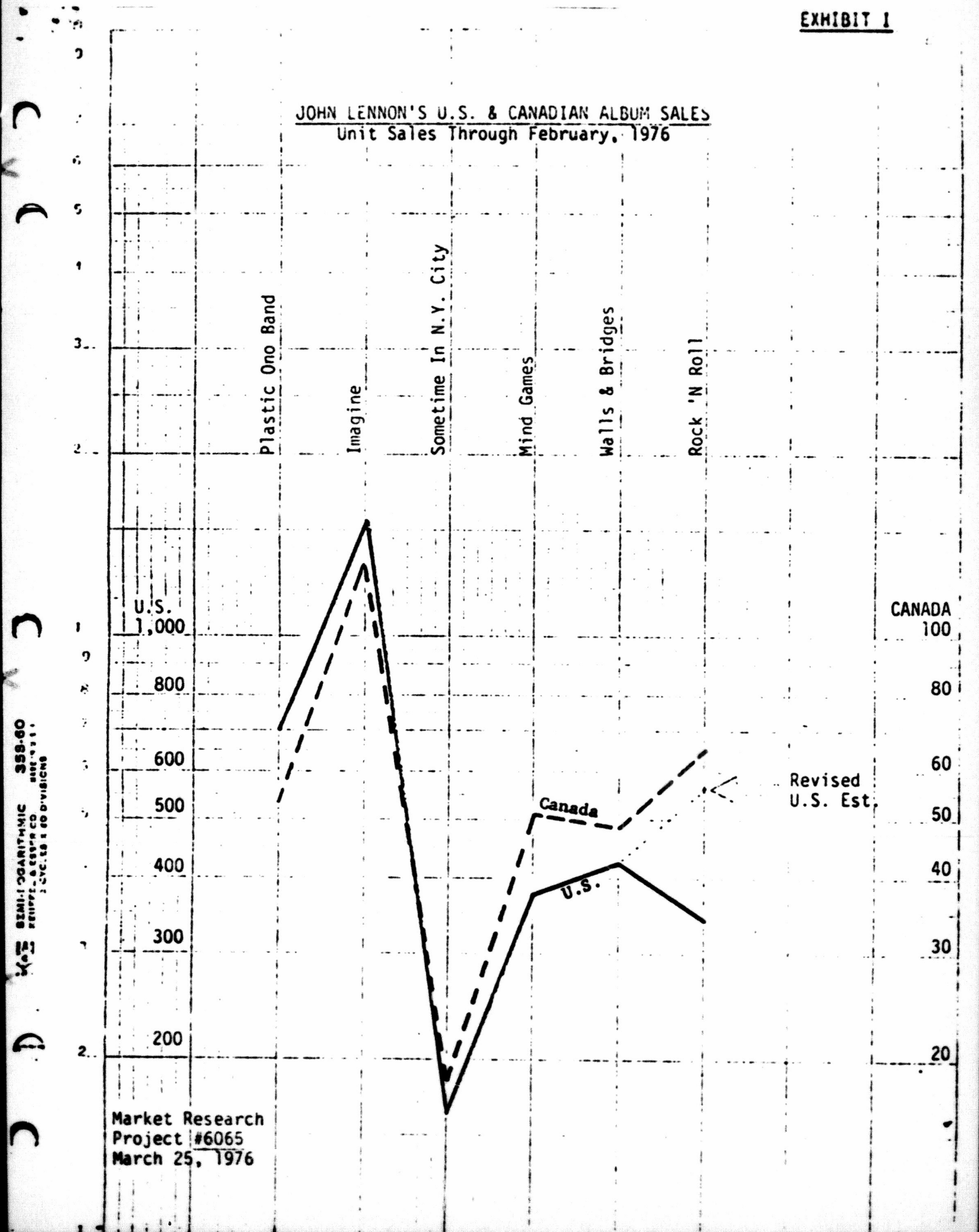
WRB:agb

SIGNED:

1000L REV. 7 3 74

E412
Exhibit DJ.

EXHIBIT 1



E413

Exhibit DL - Estimated Damages From "Roots" Album.

C O N F I D E N T I A L

ESTIMATED DAMAGES FROM "ROOTS" ALBUM
(000)

Based on the assumptions used (which seem reasonable), it appears that damages to Capitol would approximate $1,040 from the following items:*

1. If "Rock 'N' Roll" Album Priced at $6.98** & Sold Same Units = $105

   (342 U.S. units + 65 Canada units + 30 International Finished Goods units = 437 total units thru 2/29/76 @ $.24 ($1.47 vs. $1.23) additional per unit profit before fixed overhead.)

2. If "Rock 'N' Roll" Album Priced at $6.98 & Released in Normal Manner (not rush) = 420

   (645 projected U.S. units vs. 342 actual U.S. units = 303 additional U.S. units @ $1.47 per unit profit before fixed overhead - $25 add'l merchandising cost. Note: This projection of 645 units is based on the arithmetic average of 10 alternative methods used to project what "Rock 'N' Roll" might have sold in U.S. if there had not been the problems related to the "Roots" album. A listing of the 10 methods is attached.)

3. Estimated Impact on "Shaved Fish" Album Priced at $6.98 = 221

   (150 fewer units in U.S. @ $1.47 per unit.)

4. Projected Impact on 2 Probable Future Repackages Priced at $6.98 = 294

   (200 fewer units in U.S. @ $1.47 per unit. Note: 200 units is for both albums combined.)

TOTAL $1,040

* To be conservative, it was assumed that there was no loss
  - In Canada or International on "Rock 'N' Roll", "Shaved Fish", or 2 future repackages.
  - In U.S., Canada, or International on future sales of 5 prior Lennon albums.
  - On singles sales now or in future.
  - From new album & singles we had hoped would be released in Fall 1975, but did not get.
  - From future new albums & singles which would become available if Lennon does sign new contract with Capitol.

HP
3/26/76

E414

Exhibit DL.

C O N F I D E N T I A L

ESTIMATED IMPACT FROM "ROOTS" ALBUM
(000)

Based on the assumptions used (which seem reasonable), it appears that damages to Capitol would approximate $863 from the following items:*

1. If "Rock 'N' Roll" Album Priced at $5.98 & Sold Same Units = 0

   (342 U.S. units + 65 Canada units + 30 International Finished Goods units = 437 total units thru 2/29/76 @ $ 0 ($1.23 vs. $1.23) additional per unit profit before fixed overhead.)

2. If "Rock 'N' Roll" Album Priced at $5.98 & Released in Normal Manner (not rush) = $348

   (645 projected U.S. units vs. 342 actual U.S. units = 303 additional U.S. units @ $1.23 per unit profit before fixed overhead - $25 add'l merchandising cost. Note: This projection of 645 units is based on the arithmetic average of 10 alternative methods used to project what "Rock 'N' Roll" might have sold in U.S. if there had not been the problems related to the "Roots" album. A listing of the 10 methods is attached.)

3. Estimated Impact on "Shaved Fish" Album Priced at $6.98 = 221

   (150 fewer units in U.S. @ $1.47 per unit.)

4. Projected Impact on 2 Probable Future Repackages Priced at $6.98 = 294

   (200 fewer units in U.S. @ $1.47 per unit. Note: 200 units is for both albums combined.)

TOTAL $863

*To be conservative, it was assumed that there was no loss
- In Canada or International on "Rock 'N' Roll", "Shaved Fish", or 2 future repackages.
- In U.S., Canada, or International on future sales of 5 prior Lennon albums.
- On singles sales now or in future.
- From new album & singles we had hoped would be released in Fall 1975, but did not get.
- From future new albums & singles which would become available if Lennon does sign new contract with Capitol.

HP

E415

Exhibit DM - Estimated Damages From "Roots" EMI Pressing Fees.

EMI PRESSING FEES
Estimated Damages From "Roots" Album
(000)

1. If Rock 'n' Roll Album Priced @ $6.98 sold same units = $15
(342 U.S. units + 65 Canada + 30 International Finished Goods = 437 total units thru 2/29/76 @ 3.4¢ (12.5¢ vs. 9.1) additional per unit pressing fee)

2. If Rock 'n' Roll Album Priced @ $6.98 sold in normal manner (not rush) = $38
(645 projected U.S. units vs. 342 actual U.S. units = 303 additional U.S. units @ 12.5¢ per unit pressing fee. Note: This projection of 645 units is based on the arithmetic average of 10 alternative methods used to project what "Rock 'n' Roll might have sold in U.S. if there had not been the problems related to the "Roots" album.)

3. Estimated Impact on "Shaved Fish" Album priced @ $6.98 = $19
(150 fewer units in U.S. @ 12.5¢)

4. Projected Impact on 2 probable future repackages priced @ $6.98 = $25
(200 total less units in U.S. @ 12.5¢)

TOTAL $97

$5.98 Disc = .0879 x 241.8units = $21.25
$6.98 Tape = .0990 x 100.2 units = 9.92
342.0 $31.17 = .091 Average Unit

$6.98 Disc = .1275 x 241.8 units = $30.83
.1188 x 100.2 units = 11.90
342.0 $42.73 = .125 Average Unit

E416

Exhibit DM.

EMI PRESSING FEES
Estimated Damages from "Roots" Album
(000)

1.	If Rock 'n' Roll Album Priced @$5.98 sold same units (342 U.S. units + 65 Canada + 30 International Finished Goods = 437 Total units thru 2/29/76 @ 0¢ (9.1¢ vs. 9.1¢) additional pressing fee)	= $ 0
2.	If Rock 'n' Roll Album Priced @ $5.98 sold in normal manner (not rush) (645 projected U.S. units vs. 342 actual U.S. units = 303 additional U.S. units @ 9.1¢ per unit pressing fee. Note: This projection of 645 units is based on the arithmetic average of 10 alternative methods used to project what "Rock 'n' Roll might have sold in U.S. if there had not been the problems related to the "Roots" album)	= $28
3.	Estimated Impact on "Shaved Fish" Album priced @ $6.98 (150 fewer units in U.S. @ 12.5¢)	= $19
4.	Projected Impact on 2 probable future repackages priced @ $6.98 (200 total less units in U.S. @ 12.5¢)	= $25
TOTAL		$72

$5.98 Disc = .0879 x 241.8 units = $21.25
$6.98 Tape = .0990 x 100.2 units = 9.92
342.0 $31.17 = .091 Average Unit

$6.98 Disc = .1275 x 241.8 units = $30.83
.1188 x 100.2 units = 11.90
342.0 $42.73 = .125 Average Unit

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Exhibit DO - Reviews of "Rock 'n Roll".

March 19, 1975

Defs. Ex. DO for ID

Streetnoise

By Bart Becker

Strictly for nostalgia's sake, John Lennon's bow toward his musical ancestry, Rock 'n' Roll (Apple SK-3419) has 16 things in its favor: 15 proven hit songs and Lennon's witty delivery.

John Lennon

The songs are handpicked from the mid-to late-1950's an era lately flattered with "The Golden Age of Rock 'n' Roll" moniker. Lennon's arrangements bolster the spirit of the originals by applying nearly 20 years of recording technology developed since they first topped the charts.

Curiously, Lennon has become something of a time traveler. At the same time he has this collection in release, he also is helping his own musical progeny arrange versions of his compositions from the past decade. Elton John's version of "Lucy in the Sky With Diamonds," for instance, recently climbed to a high altitude spot on the pop charts.

John Lennon's musical personality — his public image aside — is pretty clearly split. He can belt out exuberant rockers with the best of the bunch. On the other hand, he regularly deals out political or philosophical pronouncements that are occasionally meaningful but more often are strained and ponderous exhibitions of Lennon's linen.

Rock 'n' Roll is obviously in the former category.

The selections include Fats Domino's "Ain't That A Shame," Gene Vincent's "Be Bop A Lula," Sam Cooke's "Bring It on Home to Me," Chuck Berry and Little Richard medleys and a reggae-styled arrangement of Bobby Freeman's much-recorded "Do You Want To Dance."

A sizzling version of Buddy Holly's "Peggy Sue," complete with Lennon's imitation of Holly's hiccupy vocal delivery, is the highlight of an all-around enjoyable album.

Exhibit DO.

Howard Wolfing Agent to Concert Management

and hideout.

While the gap between Carter's soaring and plaintive lyricism and Cobham's muscular pomposity shows here, Lewis Concepcion, he and Cobham both show versatility in varied contexts. Lewis' sounds like more than just a flute, and Billy C applies relentlessness with discrimination.

Carter's playing remains as strong as lyrical and as tone-conscious as ever, well constructed and always a rock bottom. In many places, yet always where he has to be. Carter above all is a musical bass player. Many folks see him as the best. Spanish Blue won't disappoint them or anyone else. (R.V.)

.....

Mahavishnu Orchestra Visions of the Emerald Beyond Columbia (33411)

Somehow, Mahavishnu John McLaughlin transcends everything. He has a new orchestra that many are still comparing unfavorably with the old one, and he somehow still pulls it all off. Visions of the Emerald Beyond is a beautiful work, filled with more eclectism than the old orchestra could ever attain, and yet retaining the rhythmic and melodic power that only McLaughlin's music possesses.

Last year McLaughlin released a record called Apocalypse, with Michael Tilson Thomas and the London Symphony Orchestra, produced by George Martin, that attempted more than any other record that came out that year. It was the blending of European-classical, American, and Eastern music, and, while it had its uneven moments, it was at least partially successful in a most unheard of undertaking. It also introduced us to the new orchestra—the one that is, for the most part, heard on this latest disc.

The new orchestra is not the collective virtuosity machine that the old one was. Michael Walden, the drummer, is no Billy Cobham, and I'm still trying to figure out whether Gayle Moran plays piano at all. But it doesn't matter, for the music itself (all but one tune, as usual, by McLaughlin) is delivered with surety and élan; maybe this orchestra can only do it in the studio—but it can do it there.

The themes are of the usual McLaughlin subject matter—abounding in words like Eternity, Pastoral, Faith, Cosmic, and so forth. And Jean Luc Ponty, the great French violinist, has never sounded better than he does in this setting. Here and there are snatches of "Between Nothingness and Eternity" and other themes of the past, and a hefty assortment of R & B funk that's a

[illegible] with its lighthearted lyricism (Parts music [illegible] the Faith on the right wing faction"), and hints of the [illegible].

We've Got Time, written with Carole Bayer Sager, Melissa's most frequent collaborator, is a song that Melissa would call [illegible] but here it is an uncomplicated ballad, much of her reputation

[illegible] that could [illegible] come to those who [illegible].

[illegible] Melissa is [illegible].)

.....

John Lennon Rock 'N' Roll Apple (SK-3419)

Picture a man who's devoted the last 20 years of his life to rock 'n' roll, only to find himself competing on the revivalism of the lesser "name" artists of today to get on the charts. Picture a man who's been to the top with the greatest rock 'n' roll band the world has ever known, only to split from the band and start all over again facing innumerable legal, musical and personal problems along the way. Picture the 1975 model John Lennon.

A lesser man would have dropped out of the rat race completely, or retreated to the oldies circuit, as did many of Lennon's contemporaries. Lennon's response, on the other hand, has been to hang a locker right in the heavy class of TOPFANEANDFORTUNE, and keep on rockin' his nuts off like he was an innocent little punk of 13.

This of course is what prime Lennon has been about since he actually was 13 and formed the Quarrymen back in Liverpool, but it's especially true in Rock 'N' Roll.

Lennon's voice hasn't sounded this good in years. His singing here is the ultimate in power, fire, drive and tuneful raunch, as he twists and shouts his way through classics like "Sweet Little Sixteen," "Do You Wanna Dance" and "Ready Teddy."

The playing here is first rate as well. The discipline is there of course (that's a given with the Plastic Ono Nuclear Band, whether they're working behind Ringo, Nilsson, or their founder, Dr. Winston O'Boogie aka J.L.), but it has a carefree romping quality, too, that only comes of musicians having fun.

Production is also top notch and playful, especially on the hoked up grand finale, "Just Because."

Picture Reggie's Crown Prince come back to reclaim his throne. Picture John Lennon's Rock 'N' Roll. (H.W.)

.....

Led Zeppelin Physical Graffiti Swan Song/Atlantic (SS 2-200)

Led Zeppelin isn't so much a thought as a feeling. You can analyze them until you're blue in the face—and a lot of their musical structures do warrant an intellectual approach—but you can't deny their incessant visceral appeal, the intent immediacy that has always been the most

(continued on Page [illegible])

E419

Exhibit DO.

MUSIC POWER

Rock On/ *Columbia*
This double record set is a collection of hits from the Fifties and early Sixties, but it's unlike the golden oldie albums of re-released material that have been flooding record stores lately. It's not the doo-wop sound of hallway hoods. It's the bridge that went from Tin Pan Alley's hit parade across airwaves to down-home rhythm and blues. The superstars of that era were Frankie Laine, The Four Lads, young Johnny Mathis, and Guy Mitchell. There were country singers like Jimmy Dean and Marty Robbins. Folk music [illegible] the Brothers Four. Together they bec[illegible] an important chapter in the history of rock and roll. So ignore all the solid gold shlock. *Rock On* is the real thing. Liner notes for the album are by d.j.-author Norm N. Nite.

David Essex/ *Stardust/* Arista
Pop stardom and its high price is the subject of the film *Stardust*, and David Essex is the star. The soundtrack album for the film features numbers by the Stray Cats, a Beatle-like group led by David. Their singing is only fair and couldn't stand alone on an album, so sprinkled through the movie is some of the best rock and roll of the last ten years, performed by the original artists. Many of the songs are pop standards: "House Of The Rising Sun" by the Animals, "Dream Lover" by Bobby Darin, The Beach Boys' "I Get Around", the Mamas and Papas' "Monday, Monday", and many, many more. In fact, it sounds more like a rock anthology than a soundtrack L.P. There are 40 songs in all, and that's a bargain these days.

John Lennon/ *Rock N' Roll/*Apple
John's new album is a tribute to the music that has influenced him most. He sings the early rock and roll he grew up on. It's the very stuff he played in Liverpool when the Beatles were just forming—real first-generation rock, brought back to life in the same style as the originals, thanks to Phil Spector's production. Famous friends like Leon Russell and Jose Feliciano dropped in on recording sessions to lend a hand, and the result is exciting. There are over a dozen tunes including "Peggy Sue", "Sweet Little Sixteen", and "Rip It Up", all done with style and sincerity.

Donald Byrd/ *Stepping Into Tomorrow/* Blue Note
This talented trumpet player has taken his music out of the abstract void *jazz* too often falls into and put it back on its feet. It struts, flashes, and stays cool to the end. The beat is the popular soul tune variety, but the musicianship is pure, free jazz. There are some vocals here and there, but voices are subtle and never take away from the music. It's a funky sort of jazz that makes you want to put on your dancin' shoes!

Justin Hayward & John Lodge/ *Blue Jays/* Threshold
The Moody Blues' guitarist and bass player have formed an impressive duo on this temporary departure from the group. The music, like that of the Moody Blues, is grand and well laced with sweeping orchestration. Melodies are often repeated until they stick comfortably in your mind. Vocal harmonies are kept light and smooth. Lyrics are simple and less cosmic than the lofty material they usually do with the group. Thoroughly enjoyable.

Steve Ashley/ *Stroll On/* Gull
What appeals to me most about this distinctive balladeer is the Celtic lilt in his voice. A Britisher, influenced by the English folk scene, he sounds a bit like Jethro Tull. There is a noble grace to the music as though it echoes from a Medieval castle. Except for two traditional ballads, the songs were written by Steve Ashley. The album may not be pop fare, but it's easy listening for an Anglo-Saxon like me.

Until next month ... PEACE, Jim Carlson.

20 JULY 1975

[illegible]

E420

Exhibit DO.

the jazz scene

By MIKE DAVENPORT

"Crash Landing Jimi Hendrix" (Reprise MS2206) is a fascinating album. It was recorded late in Jimi's career, not long before he died. I was never that big a Hendrix fan, although I was cognizant of both is brilliance and importance.

"Crash Landing" has a much lighter feeling than most of Hendrix' early work. His singing and his playing are much more jazz oriented than anything else he ever did.

What is most fascinating about the album, though, is that the album was essentially recorded after Hendrix was dead. Alan Douglas, who produced the album, culled it from a vault of Hendrix material. After listening to it he decided that the musicians backhind Hendrix were dragging Hendrix down, so he kept the Hendrix tracks and added new rhythm tracks. A bit odd, but under the circumstances very effective.

John Lennon's "Rock 'N' Roll" (Apple SK3419) is an enormously effective tribute on John's part to the early rock that inspired him. Included are "Be-Bop-A-Lula," "Stand By Me," "Ain't That A Shame," "Do You Want To Dance" "Sweet Little Sixteen" "Slippin' And Slidin'" "Peggy Sue," "Bony Maronie," "Ya Ya" and "Just Because."

John keeps some of his recent excesses well in check here and has produced an affectionate album. He has not attempted to mimic the earlier versions of these songs, nor really to put a John Lennon stamp on them.

After hearing this album I look forward to hearing his next album of his own songs.

Ray Davies of the Kinks writes some of the infectiously entertaining rock I can think of, as he proved with "Lola," "I'm An Ape Man" and "Everybody's A Star."

In "Soap Opera" (RCA LPL1-5081) he has written a rock soap opera, actually performed for British TV (I would love to see it but at least we have the sound track).

The premise is that a rock star enters the home of a middle class worker, Norman, to do research on what it's like being middle and normal, by assuming Norman's role.

He goes through Norman's nine to five routine, talks with his wife in banalities, but when he's decided that he's had enough, he no longer knows whether he was a star playing Norman, or Norman wishing he was a star.

Ray has written some highly effective songs and performs them with just the right touch of insouciance. It's a real treat.

BEST COPY AVAILABLE

Van Meyer Rec'd and Entered Sheet

E421

Exhibit DR - "Ya Ya" Song Sheet.

Assigned from Fast Music, Inc. to Harold Solomon on Nov. 17, 1962 and recorded on Jan. 25, 1963, Vol. 1148, Pgs. 481-486.
Assigned from Harold Solomon to Jon Ware Music Corp. and Frost Music Corp. on Oct. 21, 1963 and recorded on May 11, 1964, Vol. 1184, Pgs. 210-214.
Assigned from Jon Ware Music Corp. to Frost Music Corp. on Aug. 6, 1964 and recorded on Aug. 8, 1964, Vol. 1190, Pgs. 710-717.

PATRICIA _____
KAHL _____
PLANETARY _____
FROST X

"YA YA"
TITLE OF SONG

EU 691572 - 10/3/61
UNPUBLISHED COPYRIGHT

Morris Levy
~~MORGAN ROBINSON~~
CLARENCE L. LEWIS, ~~JR.~~
COMPOSER

EP 300940--June 19, 1972
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GORDON V. THOMPSON
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Vol. 49, Page 532, 10/3/61
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Marbot (Germany)?

LICENSES

MERCURY RECORDS --- 27942 --- LEE DORSEY --- July 26, 1963 X
REPRISE RECORDS --- R-6011 --- AKI ALEONG -- March 7, 1962
DOT RECORDS --- DLP 3423/25434 --- KEELY SMITH --- March 26, 1962
QUALITY RECORDS --- V/SV 1691 --- LEE DORSEY --- September 7, 1962
LONDON RECORDS --- INT-10521 --- JOHN KEATING --- October 26, 1962
ATLANTIC RECORDS --- Stax LP 704 --- RUFAS THOMAS --- March 9, 1964
WARNER BROS. --- 2537 --- TRINI LOPEZ --- March 19, 1964
ABC PARAMOUNT --- ABC/ABCS 443 --- RAY MILAN --- April 22, 1964
SPARTON OF CANADA --- R/RS 6112 --- TRINI LOPEZ --- April 22, 1964
SPARTON OF CANADA --- ABC 443 --- RAY MILAN --- June 23, 1964
SPARTON OF CANADA --- 276 --- TRINI LOPEZ --- June 24, 1964
COMPO COMPANY --- Rpprise 0276 --- TRINI LOPEZ --- July 16, 1964
COMPO COMPANY --- Reprise R/RS 6112 --- TRINI LOPEZ --- August 28, 1964
ABC PARAMOUNT --- ABC 501 -- STEVE ALAIMO --- October 6, 1964
ORRTRONICS, INC. --- 07101328A --- TRINI LOPEZ --- October 29, 1964

E422

Exhibit DR.

"YA YA" LICENSES CONTINUED

AUTUMN RECORDS --- LP 102 --- BOBBY FREEMAN --- November 4, 1964
SPARTON OF CANADA LTD --- RS 33-873 --- ENOCH LIGHT & HIS ORCH. --- Nov. 13, 1964
MINNESOTA MINING & MANUF. --- 6112 --- TRINI LOPEZ --- December 14, 1964
STEREOTAPE RECORDS --- RS 6112 --- TRINI LOPEZ --- February 10, 1965 & 2/16/65
SPARTON OF CANADA --- ABC 501/ABCS 501 --- STEVE ALAIMO --- March 5, 1965
LONDON RECORDS OF CANADA --- BLE 14311 --- MANUELA --- May 24, 1965
COLUMBIA RECORDS --- 4-43312 --- DENIMS ---- May 27, 1965
QUALITY RECORDS LTD --- ATCO STAX 704 --- RUFUS THOMAS --- June 28, 1966
LONDON RECORDS OF CANADA --- GA 1011 --- FRANK R.MANS --- November 15,1966
MINN MINING & MNFTRG CO.,REVERBERATION CHAMBER DIV --- 873 --- ENOCH LIGHT & HIS ORCH--9/15/6
CAMEO PARKWAY RECORDS, INC. --- THE REVLONS --- P 107 --- SEPT. 23, 1966
ROULETTE RECORDS, INC. --- TOMMY JAMES & THE SHONDELLS --- R 4710 --- OCT. 13,196
ROULETTE RECORDS, INC. --- TOMMY JAMES & THE SHONDELLS --- (S)R 25344 --- 11/23/6
SCEPTER RECORDS, INC. --- CHUCK JACKSON --- 673 --- DEC. 1, 1966
MGM RECORDS --- THE HOMBRES --- FT/FTS 3036 --- SEPT. 25, 1967
PLAYTAPE, INC. --- TRINI LOPEZ --- R 6112 (WARNER) Playtape #3350 --- NOV. 22, 1967
AMPEX CORP.---ENOCH LIGHT---873---April 10, 1968
AMPEX CORP. - TAPE #72-83036 - THE HOMBRES - JUNE 5, 1968
warner bros 7 ARTS--TRINI LOPEZ--2537 (6112)--DEC. 20, 1968
INT. TAPE CAR. CORP.--THE HOMBRES--75-3036--NOV. 24, 1968
AMPEX CORP.--TRINI LOPEZ--RS. 6112--JAN. 15, 1968
AMPEX CORP.--ENOCH LIGHT & HIS ORCH--JUNE 21, 1968--RD 873 SD tape 3 D5-8882
AMPEX CORP.--ENOCH LIGHT & HIS ORCH--JUNE 19, 1968--D5-8882
ROULETTE --ALEGRE SINGLE X 4024--AUGUST 19, 1968--RICARDO RAY

Roulette----Ricardo Ray--alegre (S)LP 873(0)----10/22/68

Ethnic Tapes, Inc.-Ricardo Ray-8xt 1pa 873---11/7/68

Warner Bros Seven Arts Records, Inc.-----2537 (6112)----Trini Lopez---3/5/69

ROULETTE REC. INC.--LEE DORSEY--(S)R 42027--May 29, 1969

SPARTON OF CANADA LTD.---LEE DORSEY--VJLP1 8002---JUNE 13, 1969 (superceded 1/28/69)
QUALITY RECORDS, LTD.---THE HOMBRES---VERVE FORECAST FTS 3036 AND/OR STEREOTAPES
-----JUNE 13, 1969

A&M RECORDS---TAMIKO JONES--SP 3011--Oct. 30, 1968
A&M RECORDS---TAMIKO JONES---956---Oct. 21, 1968

GENERAL RECORDED TAPE--ROCK & ROLL REVIVAL--23-50059--7/31/69
INTERNATIONAL TAPE CARTR. CORP.----RICARDO RAY----#8730---10/6/69
DUNHILL RECORDS, INC.-----ROCK AND ROLL REVIVAL---LP# DS 50059--8/21/69
RCA VICTOR COMP. LTD.-----THE ROCK AND ROLL REVIVAL-------DS-50059------7/10/69
duplicate license dated 11/11/69
Universal City Records--Ray Peterson--US-703 US 73078--5/15/70
GRT Corp.--Ray Peterson--29-73078--3/6/70
Compo Company Ltd.--Ray Peterson--UNI LP 7-3078--5/6/70
Polydor Inc.--The Beatles--24-4504--2/11/70
Polydor Ltd.--The Beatles--242.008--4/22/70
North American Leisure Corp.--From Trini Lopez--1637 NL2-1637--1/12/70
GRT Corp.--Lee Dorsey--45-42027--1/6/70 (duplicate issued 5/26/70)
London Records of Canada (1967) Ltd.----EBX 004142--The Original Syncopators Gang--6/25/70

Chess Producing Co.--Increase LP-2006--LEE DORSEY--Sept. 10, 1970
Lost-Nite Records--LP-121--LEE DORSEY--Sept. 17, 1970
CBS [redacted] Records---H-30012---TRINI LOPEZ---July 9, 1970

E423

Exhibit DR.

Roulette Records, Inc.----...----Dec. 10, 1970

A & M Records--Lee Michaels---SP 4302---5/1./72

INTERNATIONAL TAPE---CHUCK JACKSON----WDS673----1/29/69
QUALITY REC LTD.----TAMIKO JANES----A&M SP 3011 and/OR STEREOTAPES--12/10/68
AMPES CORP.----THE ROCK AND ROLL REVIVAL---50059 TAPE 30--05059---6/7/69
ROULETTE REC.-----LEE DORSEY---RE-113------9/2/71

GRT OF CANADA, LTD.----VARIOUS ARTISTS---Roulette Album #113----9/23/71
GRT OF CANADA, LTD.----LEE DORSEY-----045-113-----10-6-71
A & M RECORDS-----LEE MICHAELS-----LLP 4302----10/26/71
Special Copy. Licence----$500.------Feb.3, 1972

SPRINGBOARD INTERNATIONAL RECORDS, INC.----SP-2004, TLP-8006, TR-21-----
LEE DORSEY----5/2/72
Special Copyright License Contract--2/3/72----Roulette Records, Icn.
" " " " --2/4/72----Nomadam Music Corp.
" " " " --4/24/72---Roulette Records, Inc.

/21/72-POLYDOR(CANADA)-------2371 051, MC 3150 053, 8TR 3811 030-----BEATLES
C B S RECORDS, A DIVISION OF COLUMBIA BROADCASTING SYSTEM--P2M 5843/D 1025--
LEE DORSEY--2-16-73

Laurie Productions Inc.--Lee Dorsey--SLP 8001 2,3--4/2/73
MCA RECORDS INC AND MCA RECORDS(CANADA)--MCA2-8001--LEE DORSEY--
8/21/73
GRT OF CANADA LTD A SUBSIDIARY OF GRT CORP.--9230-1040 ALBUM--
LEE DORSEY--9/7/73
QUALITY RECORDS LTD.--BELL GT 132X--LEE DORSEY--10-2-73
ABC RECORDS,INC.--D 2598--LEE DORSEY--11-8-73
ABC RECORDS,INC--RSSD 979--ENOCH LIGHT--11-13-73
ABC RECORDS, INC.--ABCX-1961--LEE DORSEY--12-4-73
CBS RECORDS--P2M 5843 (D1025)--LEE DORSEY--12-12-73
K-TEL INTERNATIONAL INC.--NC411--LEE DORSEY--11-30-73
GRT CORP.--022-1961 ABC--LEE DORSEY--12-10-73

SPRINGBOARD INTL RECORDS--TOX-60-2 8TOX-60-2 CAT-60-2--LEE DORSEY-- 12-20-73
SPRINGBOARD INT. RECORDS--TLP-8006 8T-8006--LEE DORSEY--12-20-73
SPRINGBOARD INTL RECORDS--SP-2004-8T-SP-2004-CA-SP-2004--LEE DORSEY-12-20-73
STEREOTAPE DIVISION OF MAGTEC--MCAS 8001-J-DP--SOUNDTRACK--3-14-74

CAPITOL RECORDS-EMI-OF CANADA LIMITED--SW-3416- 4XW, 8XW--JOHN LENNON--
9/20/74
CAPITOL RECORDS INC ON BEHALF OF APPLE RECORDS INC.--SW-3416 --4XW-8XW--
JOHN LENNON- 9/23/74
POLYDOR LIMITED--PC-1062--Lee Dorsey--10-31-74

PICKWICK INTERNATIONAL INC.--MHP-5012-HP8-5012--Lee Dorsey--12-6-74
CAPITOL RECORDS-EMI OF CANADA LIMITED--Apple SK 3419 4XK 8XK-John Lennon--
2-13-75
CAPITOL RECORDS INC ON BEHALF OF ALPLE RECORDS,INC.--Apple SK 3419--
4XK 8XK--John Lennon--2-13-75
VEE-JAY RECORDS --20,000--Lee Dorsey--3/25/75

E424

Exhibit DR.

PICKWICK INTERNATIONAL ,INC.--Sh-7701 8L4P-701--Lee Dorsey--4/21/75

The Longines Symphonette Society--Lee Dorsey--6/20/75

Claridge Records--410-AS--Frankie Gee--9/30/75

IMPERIAL MUSIC,INC.--NC437-- Lee Dorsey--10/3/75

SPRINGBOARD INTL. RECORDS - LPTOP-60-2 8TTOP-60-2 Lee Dorsey
75% of Statutory .015

Roulette - The Exacts

E425

Exhibit DS - "You Can't Catch Me" Song Sheet.

ON FEBUARY 5th, 1969 SNAPPER MUSIC, INC.
WAS ASSIGNED TO BIG SEVEN MUSIC CORP.
RECORDED ON FEBUARY 12th, 1969 VOL. 1333,
PGS. 40-41.

PATRICIA ___
KAHL ___
PLANETARY ___
[illegible] ___
BIG SEVEN X

YOU CAN'T CATCH ME
TITLE OF SONG

EU 455119 - 10/3/56
UNPUBLISHED COPYRIGHT

EP 270746 1/3/66
PUBLISHED COPYRIGHT

CHUCK BERRY
COMPOSER

ASSIGN. CANADIAN COPY-RIGHT

CHUCK BERRY
LYRICIST

ASSIGNMENT
SPA OR OTHER CONTRACTS

VOL. 29, Page 723 - 11/14/56
"U" FORM (NOTICE OF USE)

BMI - CLEARED
ASCAP OR BMI CLEARANCE

SENT
HARRY FOX

FORIEGN ASSIGNMENTS: CHAPPELL & CO 11/21/56 ENTIRE WORLD EXC. U. S. & CANADA

LICENSES

VANGUARD PRODUCTIONS, INC. for the Motion Picture, "ROCK, ROCK, ROCK#

Quality Records, Inc. -- # 1579 -- Chuck Berry -- Mar. 8, 1957 X

QUALITY RECORDS, LTD. -- # V-1561 -- CHUCK BERRY -- Mar. 29, 1957
LONDON RECORDS, CANADA LTD. --- LL 3420/PS 420 --- ROLLING STONES --- JUNE 30, 1965
LONDON RECORDS, INC. --- LL3420 --- ROLLING STONES --- JAN. 29, 1965
COLUMBIA RECORDS --- 404345? --- SLEEPY LA BEFF --- NOV. 15, 1965
THE COMPO CO. LTD. --- DECCA 31712 --- TROY SHONDELL --- DEC. 10, 1964
DECCA RECORDS, INC. --- 31712 --- TROY SHONDELL --- NOV. 16, 1964
OCT. 26, 1966---THE ROLLING STONES---NANKER PHELGE MUSIC LTD.---LON PS 420
DEC.13, 1966---THE BLUES PROJECT---MGM RECORDS---FT/FTS 3008

AMPEX CORP.---THE BLUES PROJECT--CAT. NO. FT/FTS 3008VERVE--JAN. 26, 1968
Ampex Corp.--3069 Tape #12-03069--The Blues Project--March 17, 1969
Ampex Ltd.--70095--The Rolling Stones--Feb. 27, 1969

QUALITY LTD.---BLUES PROJECT---FTS 3008---OCT. 30, 1968; license issued 7/1/69

Quality Records, Ltd.-----Verve Forecast FTS 3069---Tommy Flanders/Danny Kalb/Steve Ka
Al Kooper/Andy Kulberg, Roy Blumenfeld
3/24/69

Exhibit DS.

"YOU CAN'T [illegible]" - [illegible]

MECH. LICENSES cont.

date	record co.	record no.	artist

[illegible]
4/7/70----------Quality Records Ltd.-------[illegible] SE.4669-----The Blues Project
1/22/70----------London Records Inc.---------[illegible] 71035------Love Sculpture
5/7/70----------London Records of Canada (1967) Ltd.-----PAS 071035-----Love Sculpture
3/26/70-------Impex Corp.-------London PAS 71035--------Love Sculpture

[illegible]
6/19/70--------Impex Corp.-------[illegible]-04669 [illegible]------The Blues Project

Quality Records, Ltd.---MGM SE. 4718--The Blues Project---Dec. 3, 1970
Chess Records---1514-D---Chuck Berry---Mar. 3, 1971

MCA RECORDS, INC AND REMXA RECORDS (CANADA) MCA2-8003-MCAT2-8003-MCAC2-8003--THE ORIGINAL BLUES PROJECT--9-21-73

CAPITOL RECORDS-EMI-OF CANADA LIMITED--Apple SK-3419-[illegible] 4XK, 8XK--John Lennon--2-13-75

CAPITOL RECORDS INC. ON BEHALF OF APPLE RECORDS INC.--Apple SK 3419 4XK 8XK--John Lennon--2-13-75

WEA MUSIC OF CANADA LTD.--SD18156--Stephen Stills--1/8/76

Exhibit DS.

" YOU CAN'T CATCH ME" - I DON'T WORK HERE. MECH. LICENSES cont.

date	record co.	record no.	artist
5/29/70	Warner Bros. Records of Canada Ltd.	3D 417	The Bar Kays

E428

Exhibit DT - "Angel Baby" Song Sheet.

FROST MUSIC CORP. RECORDED ON VOL. 1329
PAGES 446-484

ASSIGNED TO FIGURE MUSIC BY ELPE MUSIC CO., 11/7/60
RECORDED IN VOL. 1156, PAGE 96, 4/4/63

PATRICIA _____
KAHL _____
PLANETARY _____
[redacted] _____
FROST MUSIC X

"ANGEL BABY"
TITLE OF SONG

EU 647905 - 11/18/60
UNPUBLISHED COPYRIGHT

PUBLISHED COPYRIGHT

ROSE HAMLIN
COMPOSER

ASSIGN. CANADIAN COPYRIGHT

LYRICIST

SPA OR OTHER CONTRACTS

Vol. 45, Page 453, 12/22/60
"U" FORM (NOTICE OF USE)

BMI-CLEARED
ASCAP OR BMI CLEARANCE

Sent-
HARRY FOX

FOREIGN ASSIGNMENTS: MONOPOL VERLAG: GERMANY, AUSTRIA & SWITZERLAND, WITH OPTION TO RECOVER AFTER 1/1/64

EDITIONS MUSICALES CHARLES BOSS: BELGIUM, LUXEMBOURG, THE NETHERLANDS, SWEDEN, DENMARK, ICELAND, [illegible], NORWAY & TERRITORIES THERETO, WITH OPTION TO RECOVER AFTER 4/2/62

LICENSES

✓ TOPS — C-4001-18, 59/S 60 — JAN 24, 1961
TOPS — L 1510-40 — Jan 24, 1961
QUALITY — V 1671 — KATHY YOUNG — Nov. 1, 1961
SYNTHETIC PLASTICS — Aug. 28, 1962
INDIGO — May 19, 1961
KING — 45-5139 — CHARLES BROWN — Dec. 22, 1960
HIGHLAND — 1011 — ROSIE & THE ORIGINALS — Nov. 1, 1960
PUCCIO — 203 — Jan. 5, 1961
KEEL — 2/13/61
SYNTHETIC PLASTICS — Aug. 30, 1962 — VJLP1051, VJSR1051 — ROSIE & THE ORIGINALS —
MERCURY RECORD CORPORATION --- MASTER # 1-32208--- Aug. 31, 1962
VEE JAY — VJLP1051 — ROSIE & THE ORIGINALS — Aug. 2, 1962
LOREN — EP-6 TOP HITS — Dec. 30, 1960
ORIGINAL SOUND RECORD CO., INC. --- 5-OLDIES BUT GOODIES VOL. --- 3/29/63
VEE JAY RECORDS, INC. --ROSIE & THE ORIGINALS--OL 24--OCT.10, 1963
MERCURY RECORD CORP. --- MASTER # 1-32208 000 ROSIE & THE ORIGINALS--7/7/64
MR. MAESTRO, INC.---20 ORIGINAL OLDIES, VOL. 5---MAY 7, 1964

E429

Exhibit DT.

page.....

MECH. LICENSES
cont.

date	record co.	record no.	artist
May 26, 1969	LIBERTY RECORDS, INC.	66377	VICKI VOTE
Oct. 16, 1969	Buddah Records	BDS 7509	Rosie & the Originals
2/19/70	Avco Embassy Records Corp.	AVE 33008	Reparata & the Delrons
3/18/70	Amnex Corporation	tape AA 3308	Reparata & the Delrons
6/17/70	RCA Victor Co. Ltd.	VK 33008	Reparata & the Delrons
GRT OF CANADA LTD.	231-1	Rosie and the Originals	Nov. 25, 1970
ABC RECORDS, INC.	D-2469	ROSIE & THE ORIGINALS	8/6/73
GRT CORP.	ABC 022-1960	ROSE & THE ORIGINALS	12-10-73
ABC RECORDS, INC.	ABCX-1960	ROSIE & THE ORIGINALS	12-14-73
SPRINGBOARD INTL RECORDS	TRS-125	MAXINE BROWN	2-13-74
SPRINGBOARD INT. RECORDS	SP-2006 8T-SP-2006 CAT-2006	ROSIE AND THE ORIGINA S	2-13-74
SPRINGBOARD INTL RECORDS	TLP-8002 8T-8002	MAXINE BROWN	2-13-74
CUSTOM FIDELITY CO.	CFS-3355		6 25/74
ERA RECORDS LTD	038	ROSIE & ORIGINALS	10-23-74
POLYDOR LIMITED	PC1116	Rosie and the Originals	5/1/75
Polydor Limited	2480 265 3194 244 3835 197		6/2/75
Original Sound Record	X7400-7401- 8T-7401-2	Rosie & The Originals	10/14/7
SPRINGBOARD INTL. RECORDS	LPTOP-60-1 8TTOP-60-1	ROSIE AND THE ORIGINALS	
Rate: 75% of Statutory .015	January 6, 1976		

Exhibit DU - Big Seven - 75% Discount Performance Royalty.

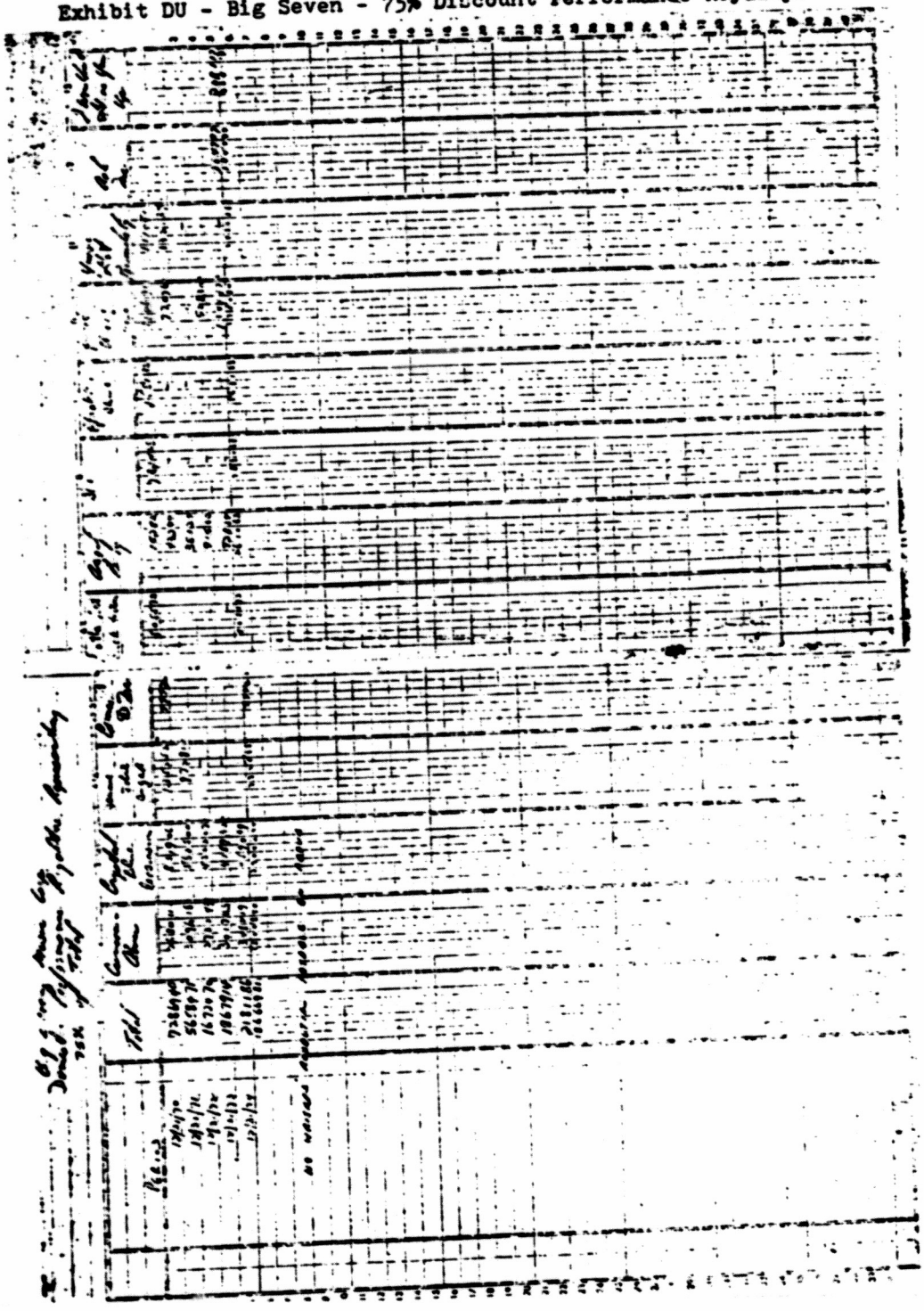


Exhibit DU.

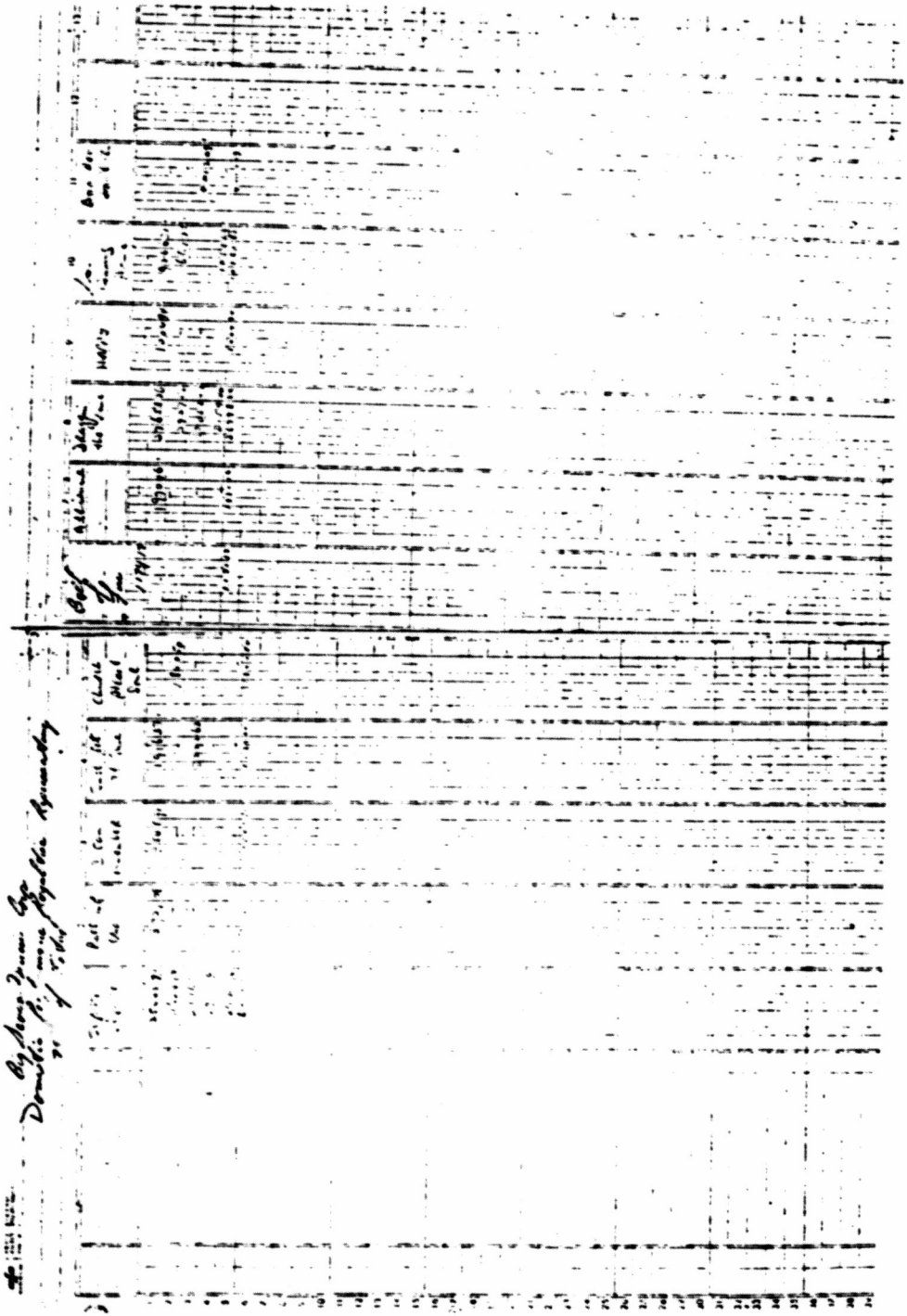
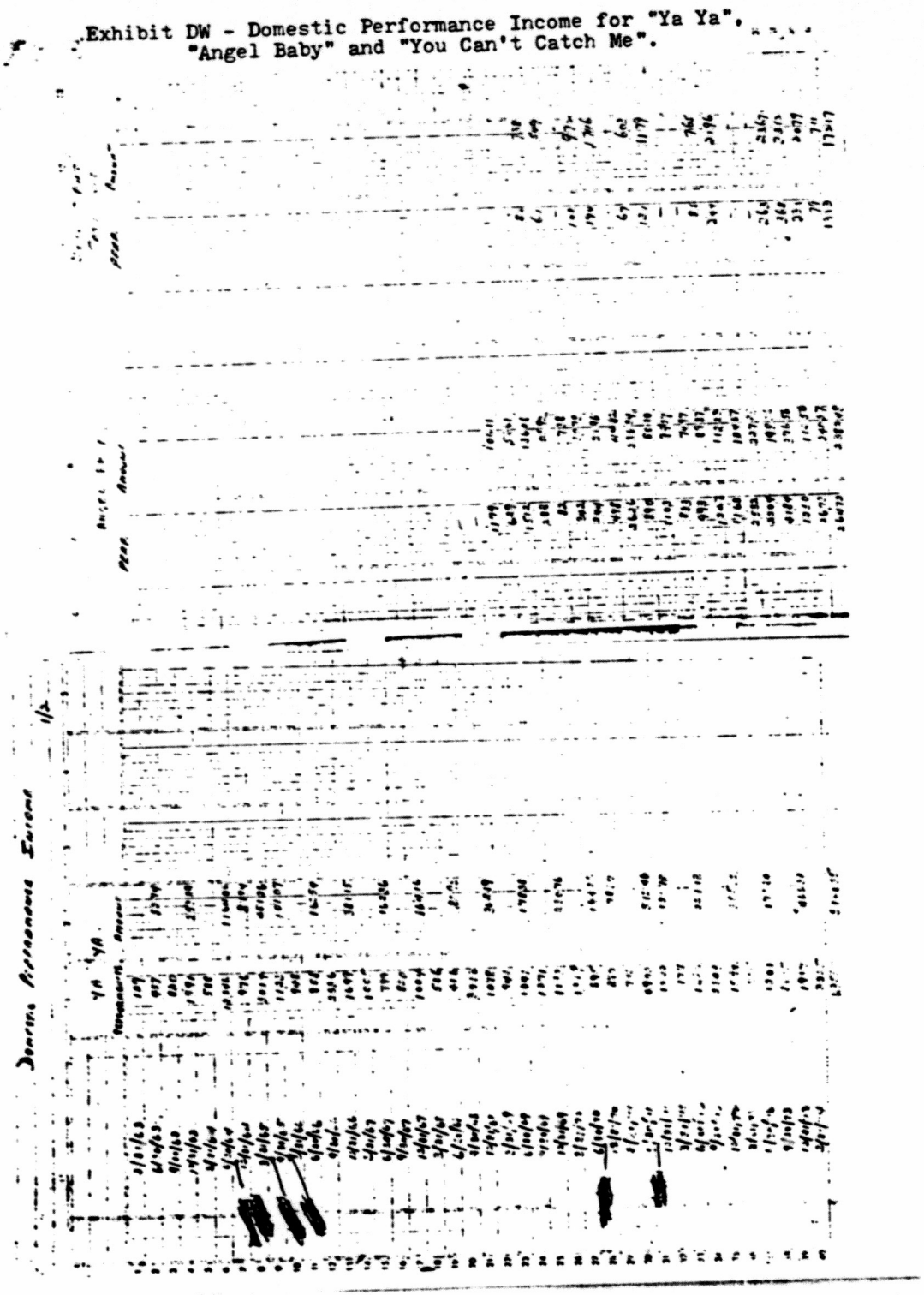


Exhibit DW - Domestic Performance Income for "Ya Ya", "Angel Baby" and "You Can't Catch Me".



E433

Exhibit DW.

Domestic Preshipments Trends

YR YR

Page 3

Total

Balance of 1975 not yet reported by [illegible]

Exhibit DX - Strauss Schedule With Respect to Plaintiffs' 301.

Big Seven
Re: Lennon

Sch 1

Rev 4/4/71
Rev 4/13/76

Alternative 1
'Walls and Bridges'

Domestic

Sales (per 2 vs 1 yr) 425,000
Rate ($.02 x 3) .06 = 25,500.—

Reported.

Y/a Y/a - "W. & B."	425,000
Y/a Y/a "R. & R."	342,000
You Can't "R. & R."	342,000
	1,109,000

Roy. (@ .02)	22,180.—
D. F. P.	3,320.
Less. NFA Comm (3¼%)	120 - ±
Balance - before writers' share	3,200

~~Less R&R add'l. 100,000 units @ .04~~ ~~(4000)~~

~~Net Domestic~~ ~~$ (800)~~

E435

Exhibit DX.

Foreign (302)	19,893	
Less: R.R.(302)	16,872	
	3,021	
Less. Adjust Pkge Coll. Fee	⟨600⟩ 2400 est	
Less. Foreign S.L.P.L. etc	⟨1200⟩ Est	1200
Net		4400
Less: Writers' share		2200
		2,200

E436

Exhibit DX-1 - Strauss Schedule Relating
to Plaintiffs' 301.

Lennon - 1973

p. 1 of 2

Big Seven is apparently entitled to actual damages caused by the alleged breach of contract, per the "Come Together" settlement agreement (i.e. domestic $.02 for each of three songs [$.06] per record sold), less amount it would have received from Lennon's actual performances but for the acts of Levy and Adam VIII

A Walls & Bridges

Domestic	425,000 x .06	25,500 -
Foreign (Ex 302)		19,893 -
Total		45,393 -

B less

Domestic	
"Ya Ya" - Walls & Bridges	
425,000 x .02	8,500
Ya Ya - Rock & Roll	
Ya Ya Cantata -	
442,000 x .04	17,680
Foreign - Rock & Roll	16,872
	43,052

Exhibit DX-1.

p 2 H

C Foreign - Walls - Bridges $19,893
R - R' 16 872
$3,021

Adjustments to foreign'

a) Packaging allowance, collection fees, etc - estimated 20% $ 60c

b) Foreign publishers share assumed to be 50% of $3021 less $600 - or 120c

foreign Adjust $180c

D Recap:

A - Walls - Bridges $45,393
B - Deductions [43,052]
2,341

C - Less Adjustment [180c]
5,41

Less Writers 50% share of balance [271]

Net 270

E438

Exhibit DZ - Schedule of Total Mechanical Income From "You Can't Catch Me".

Big 7

Re: "You Can't Catch Me"

	Total Mech	1st Roll Stone
6/65	$ 1472	
12/65	2061	
6/66	3167	
12/66	1753	
6/67	1950	
12/67	1243	
6/68	2155	
12/68	427	
6/69	366	
12/69	498	
6/70	1138	
12/70	304	
6/71	541	
12/71	1435	
6/72	447	
12/72	333	
6/73	339	
12/73	319	
6/74	1345	
12/74	734	
6/75	7388	} Bulk-Apple & Capitol/Can
12/75	1612	

...ATION REGION UNIT SALES TOTAL TO DATE — DATE FEB 1976 — PAGE 196

...	SELECT NO.	DATE	SELECTION TITLE	CURRENT MONTH GROSS	CURRENT MONTH RETURNS	CURRENT MONTH NET	THIS YEAR TO DATE GROSS	THIS YEAR TO DATE RETURNS	THIS YEAR TO DATE NET	ALL TIME TOTAL TO DATE GROSS	ALL TIME TOTAL TO DATE RETURNS	ALL TIME TOTAL TO DATE NET
8M	03419	0376	ROCK'N'ROLL	207	1,094	887-	602	1,304	702-	52,660	6,987	46,703
4XM	03419	0376	ROCK'N'ROLL	89	73	16-	164	85	79	2,856	248	2,607
8XM	03419	0376	ROCK'N'ROLL	183	247	64-	308	321	13-	17,299	1,868	15,720
				479	1,414	935-	1,074	1,710	636-	81,239	8,083	73,156
8M	03420	0978	EXTRA TEXTURE	279	2,024	1,745-	604	2,143	1,539-	40,970	3,638	48,343
4XM	03420	0978	EXTRA TEXTURE	87	34	23	129	46	83	2,794	173	2,621
8XM	03420	0978	EXTRA TEXTURE	138	130	8	541	181	360	12,201	699	11,601
				474	2,188	1,714-	1,274	2,370	1,096-	63,973	4,408	59,565
8M	03421	1078	SHAVED FISH	1,881	1,360	191	2,872	1,465	1,407	47,248	2,606	44,742
4XM	03421	1078	SHAVED FISH	126	6	121	268	7	288	2,423	7	2,416
8XM	03421	1078	SHAVED FISH	863	312	251	1,167	322	836	12,849	322	12,818
				2,240	1,677	563	4,294	1,794	2,500	62,811	2,936	59,676
8M	03422	1178	BLAST FROM YOUR PAST	1,632	1,167	478	3,101	1,232	1,869	33,743	1,407	32,336
4XM	03422	1178	BLAST FROM YOUR PAST	119	80	39	284	80	204	1,748	80	1,668
8XM	03422	1178	BLAST FROM YOUR PAST	981	809	442	1,789	529	1,260	9,189	529	8,588
				2,702	1,746	956	5,168	1,832	3,333	44,691	2,007	42,584
	03427	0872	THINGS/ONE GOOD WOMAN							303	15	288
	03429	0972	YOU AIN'T GONNA/I LOVE YO							1,788	148	1,640
	03433	0872	DON'T DO IT/RAG MAMA RAG							3,892	276	3,617
	03438	0972	WHEEL OF/MY HEART SKIPS							1,234	76	1,158
	03440	1272	WHEN I LOOK/SMILE A TENDE							14	2	12
	03441	0972	LONESOME/CONGRATULATIONS							1,392	75	1,317
	03444	0972	CANTA LIBRE/TAKE ME BACK							1,024	120	904
	03448	0972	WAIT UNTIL/DON'T SING TO							78	8	62
	03449	0972	SPIN AWAY/MAYBE WE							48	2	43
	03450	0972	COMING DOWN/ONE MAN BAND							24	34	10-
	03451	0972	HELP IS ON THE/THANK YOU							109	79	28
	03453	0972	GOT THE ALL/JUST ANOTHER							3,588	138	3,450
	03455	0973	WHO HAS IT/TAKE SUKI HOME							3,715	207	3,508
C	03456	0868	SOMEWHERE MY LOVE							17,711	910	16,801
										20,426	1,117	19,309

Exhibit EA - Capitol Canadian Sales Figures.

R439

E440

Exhibit EB - Capitol License.

THE HARRY FOX AGENCY, INC. 110 EAST 59TH STREET NEW YORK, NEW YORK 10

TO: CAPITOL RECORDS-EMI OF CANADA LIMITED

LICENSE NO. 5044-36
FEBRUARY 13, 197

Refer to provisions of this agreement reproduced on reverse side varying terms of compulsory license provision of Copyright Act. The following is supplementary thereto:

A. TITLE: YA-YA WRITERS: M. LEVY, C. LEWIS

B. PUBLISHER(S) AND PAYMENT PERCENTAGE:
FROST MUSIC CORP. 100.

C. RECORD NO.: APPLE SK-3419, 4XK, 8XK

ARTIST: JOHN LENNON

ROYALTY RATE: $ .02

D. ADDITIONAL PROVISIONS:

THIS LICENSE IS LIMITED TO RELEASE IN CANADA. REFERENCES ON REVERSE SIDE TO THE UNITED STATES COPYRIGHT ACT ARE DEEMED TO REFER TO THE MECHANICAL PROVISIONS OF THE CANADIAN COPYRIGHT ACT OF 1921 AS AMENDED.

PARAGRAPH 1 ON THE REVERSE SIDE IS HEREBY DELETED AND THE FOLLOWING SUBSTITUTED THEREFORE: YOU SHALL PAY ROYALTIES AND ACCOUNT TO US AS AGENT FOR AND ON BEHALF OF SAID PUBLISHER(S) QUARTERLY ON THE BASIS OF RECORDS MANUFACTURED.

5 21

We acknowledge receipt of a copy hereof:
CAPITOL RECORDS-EMI OF CANADA LIMITED

Very truly yours,
THE HARRY FOX AGENCY, INC.

E441

Exhibit EC - Capitol License.

(Date)

You have advised us, in your capacity as Agent for the Publisher(s) referred to in (B) supra, that you wish to use the copyrighted work referred to in (A) supra, under the compulsory license provision of Section 1(e) of the Copyright Act upon the parts of instruments serving to reproduce mechanically the copyrighted work.

Upon your doing so, you shall have all the rights which are granted to, and all the obligations which are imposed upon, users of said copyrighted work under the compulsory license provision of the Copyright Act, after use or permission or knowing acquiescence by the said Publisher(s) in the use of the copyrighted work upon the parts of instruments serving to reproduce mechanically the copyrighted work (viz: phonograph records) by another person, except that with respect to records thereof manufactured by you:

1. You shall pay royalties and account to us as Agent for and on behalf of said Publisher(s) quarterly on the basis of records manufactured and sold.

2. For such records manufactured, the royalty shall be the statutory rate except as otherwise stated in (C)supra.

3. This agreement covers and is limited to one particular recording of said copyrighted work as performed by the artist and on the record number identified in (C) supra; and this agreement does not supersede nor in any way affect any prior agreements now in effect respecting recordings of said copyrighted work;

4. In the event you fail to account to us and pay royalties as herein provided for, said Publisher(s) shall have the right to repudiate and revoke this agreement by giving you written notice to such effect;

5. You need not serve or file the notices required by the Copyright Act.

6. This agreement does not cover any recording of said copyrighted work in excess of five minutes of playing time;

7. Additional provisions are reproduced under (D) supra.

E442

Exhibit ED - Capitol License.

THE HARRY FOX AGENCY, C. 110 EAST 59TH STREET EW YORK, NEW YORK 100

TO: CAPITOL RECORDS-EMI OF CANADA LIMITED

LICENSE NO. 5044-367
FEBRUARY 13, 1975

Refer to provisions of this agreement reproduced on reverse side varying terms of compulsory license provision of Copyright Act. The following is supplementary thereto:

A. TITLE: YOU CAN'T CATCH ME WRITERS: CHUCK BERRY

B. PUBLISHER(S) AND PAYMENT PERCENTAGE:
BIG SEVEN MUSIC CORP, 100.

C. RECORD NO.: APPLE SK-3419, 4XK, 8XK

ARTIST: JOHN LENNON

ROYALTY RATE: $ .02

D. ADDITIONAL PROVISIONS:

THIS LICENSE IS LIMITED TO RELEASE IN CANADA. REFERENCES ON REVERSE SIDE TO THE UNITED STATES COPYRIGHT ACT ARE DEEMED TO REFER TO THE MECHANICAL PROVISIONS OF THE CANADIAN COPYRIGHT ACT OF 1921 AS AMENDED.

PARAGRAPH 1 ON THE REVERSE SIDE IS HEREBY DELETED AND THE FOLLOWING SUBSTITUTED THEREFORE: YOU SHALL PAY ROYALTIES AND ACCOUNT TO US AS AGENT FOR AND ON BEHALF OF SAID PUBLISHER(S) QUARTERLY ON THE BASIS OF RECORDS MANUFACTURED.

FEB 21 1975

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CAPITOL RECORDS-EMI OF CANADA LIMITED

Very truly yours,
THE HARRY FOX AGENCY, INC.

E443

Exhibit EF - Capitol License.

PAGE 2

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Upon your doing so, you shall have all the rights which are granted to, and all the obligations which are imposed upon, users of said copyrighted work under the compulsory license provision of the Copyright Act, after use or permission or knowing acquiescence by the said Publisher(s) in the use of the copyrighted work upon the parts of instruments serving to reproduce mechanically the copyrighted work (viz: phonograph records) by another person, except that with respect to records thereof manufactured by you:

1. You shall pay royalties and account to us as Agent for and on behalf of said Publisher(s) quarterly on the basis of records manufactured and sold;

2. For such records manufactured, the royalty shall be the statutory rate except as otherwise stated in (C)supra;

3. This agreement covers and is limited to one particular recording of said copyrighted work as performed by the artist and on the record number identified in (C) supra, and this agreement does not supersede nor in any way affect any prior agreements now in effect respecting recordings of said copyrighted work;

4. In the event you fail to account to us and pay royalties as herein provided for, said Publisher(s) shall have the right to repudiate and revoke this agreement by giving you written notice to such effect;

5. You need not serve or file the notices required by the Copyright Act;

6. This agreement does not cover any recording of said copyrighted work in excess of five minutes of playing time;

7. Additional provisions are reproduced under (D) supra.

Exhibit EK - Strauss Schedule re "You Can't Catch Me", "Angel Baby" and "Ya Ya".

RE: BIG SEVEN - LENNON

"Ya Ya"

Original Version by Lee Dorsey - July 1963

Yrs end		Mech. (fr. Roy Earn.)	Re: Lennon recording	Re: MCA rerelease of Lee Dorsey	Re: Roulette rerelease of Dorsey	Re: Rerelease of Lee Dorsey on other Labels	Re: Lee Michaels (A&M and A&M Ltd.)	Re: CBS Re Lee Dorsey or Lee Michaels C.B.S.C.)	Re: RCA ①	Re: CRT-Can. Balance Re: Lee Dorsey		"Domestic Perform. (per Big 7s/a)
6/64	Mar. 1964 Trini Lopez	$ 1480										$ 1164
12/	Nov. 1964 Bobby Freeman	6536										89
6/65		1607										451
12/		708										101
6/66	Oct 1966 Tommy James and Shondells (Roulette)	502										163
12/		620										381
6/67		3851										162
12/		1527										164
6/68		949		From 1/1/64 to 6/30/71								83
12/	May 1969 Lee Dorsey (Roulette)	1195		Not analyzed								367
6/69		1531										177
12/		555										231
6/70		697										199
12/	May 1971 Lee Richards	1710										78
6/71		1272					$ 9930					512
12/		6199					2000	$ 675				121
6/72		5585			$ 1500			197				221
12/		502							$ 246			356
6/73		2592				CBS $ 969	Add't 444	1321				173
12/		9623		$ 1165						$ 599		466
6/74	Sept 1974 John Lennon	8503		5539		RSO 3982						450
12/	Feb 1975 John Lennon	16178	$ 868	9962		Apple 1430			1599	659		405
6/75	Sept 1975 Frankie Gee	35704	14519	9072	5914	RSO 969				1386		433
12/75		13530	1353	4300							$ 40454	Not Avail
		115266	16739	29037	7414	7358	7256	2143	1745	2589		6997

① Bp licenses - since Rec. Club re-issues not licensed - probably represents RCA record clubs use of Lee Dorsey or Lee Michaels

Note: Orig. Lee Dorsey license 7/26/63

RE: BIG SEVEN - LEMMON
"Angel Baby"

Original Version by Rosie and The Originals - Nov. 1960

Years end	Mech. (Fr. Roy. Esm.)	Per Esm. (per Big 7 w/a)
4/30/69 (3rd period available)	$ 442	193
12/	128	38
6/70	98	53
12/	80	100
6/71	229	316
12/	99	116
6/72	182	164
12/	310	217
6/73	911	427
12/ Feb 1974 Rosie Brown	806	489
6/74	364	442
12/	252	286
6/75	239	259
12/	98	not avail
	$ 4214	$ 3095

14 periods-average $ 300

Notes: Bulk of Mechanical from Original Sound Recdg.

EX445

Exhibit EK.

Re: BIG SEVEN - LENNON

"You Can't Catch Me"

Original Version by Chuck Berry - March 1957

6 mos. ended		March (fr. Roy Bartel)	Re: Lennon ready.	Re: Roll. Stones	Re: Blues Project	Balance	Domestic Perform. (per Big 7 w/As)
			— Domestic mech. only —				Not Available
	Prior to August by Big 7						
6/65	Dec 1965 Rolling Stones	$ 1492		1411			
12/		2061		8049			
6/66	Dec 1966 Blues Project	8107		1239			
12/		1383		1677			
6/67		1950		807	$ 975		
12/		1203			684		
6/68		2155		494	684		
12/		937					
6/69		364					$ 87
12/	Dec 1970 Lenn Simpkins Mar 1970 Lenn Kays	999					5
6/70		1138		Not analyzed			27
12/	June 1971 Re-release of Chuck Berry	504					—
6/71		692					19
12/		1435			① 1153		6
6/72		997					9
12/		933					22
6/73		340					24
12/		319					54
6/74		1345				No auth. Range Novel Company	13
12/	Feb 1975 John Lennon	734					64
6/75		7398	6969				174
12/		1612	958				Not Available
	Jan 1976 Stephen Stills	$20596	7927	7682	5496	11985	422

Feb 5, 1969 Copyright assigned to Big Seven

① Result of audit of MCA for prior periods

Notes: 1 - Balance is meaningless as foreign audit of Rolling Stones, Blues Project & Lennon not avail. for analysis

2 - Periods under $1,000 total - not analyzed

Exhibit EK.

E446

Exhibit EL-1 - Sleeve for Album.

RECORDED LIVE MARCH 8 & 9, 1974 AT THE AUDITORIUM THEATRE IN CHICAGO

ELECTRIC SIDE

1. WOODEN SHIPS
(By David Crosby & Stephen Stills. Guerilla Music BMI/Gold Hill Music, Inc., ASCAP Time 6:28)
2 FOUR DAYS GONE
(By Stephen Stills Cotillion/Ten-East/ Springalo Toones, BMI Time 3:50)
3 a JET SET (SIGH)
(By Stephen Stills, Gold Hill Music, Inc., ASCAP.)
b ROCKY MOUNTAIN WAY
(By Rock Grace, Kenny Passarelli, Joe Vitale & Joe Walsh ABC/Dunhill-Barnstorm BMI)
c JET SET (SIGH)
(By Stephen Stills, Gold Hill Music Inc., ASCAP. Total time 5:26)
4 SPECIAL CARE
(By Stephen Stills, Cotillion/Ten-East/ Springalo Toones, BMI Time 3:27)

The Players
Stephen Stills Lead vocals & electric guitars
Donnie Dacus Vocals & electric guitars
Joe Lala Percussion
Jerry Aiello Keyboards
Russ Kunkel Drums
Kenny Passarelli Vocals & bass

ACOUSTIC SIDE

1 CHANGE PARTNERS
(By Stephen Stills Gold Hill Music, Inc., ASCAP Time 2:50)
2 a CROSSROADS
(Traditional Arranged by Stephen Stills, Gold Hill Music Inc., ASCAP)
b YOU CAN'T CATCH ME
(By Chuck Berry Big Seven Music Corp., BMI Total time 4:30
3 EVERYBODY'S TALKIN' AT ME
(By Fred Neil Third Story Music BMI Time 2:15)
4 4 + 20
(By Stephen Stills Gold Hill Music, Inc. ASCAP Time 2:11)
5 WORD GAME
(By Stephen Stills, Gold Hill Music, Inc. ASCAP Time 3:58)

The Player
Stephen Stills Vocals & acoustic guitars

Recorded live for Gold Hill Enterprises Inc. by B. Halverson/Jordan Productions Inc.
Mixed & edited at Caribou Ranch, Nederland, Colorado in October 1975 by Tom Dowd, Don Gehman & Michael John Bowen

Cover concept & design Michael John Bowen
Photography Stephen Sanders
Management Michael John Bowen for Gold Hill Enterprises, Inc.

ATLANTIC RECORDING CORPORATION
75 ROCKEFELLER PLAZA
NEW YORK, NEW YORK 10019

A Warner Communications Company
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Printed in U.S.A.

SD 18156

My Boy Lollypop
Analysis of Earnings by Artists - Domestic
P. 1
Total
Fresso
Bobbie Gale
Lloyd Preston
Millie
Fleur Dun
Connie Lee
Joyce
Unknown
Tony Lopez
Les Gaul
Guy Darrell
Dennis Day
Ralph Young
Total Sales
Peggy Lee
Jack Smith
Gary Crosby
Lloyd Price
Johnston
Fyan Hits
Mercury
Mercury
RCA Victor
Columbia
Mercury
RCA
Columbia
Decca
Guy Mitchell Singles
Columbia LP
Decca
Mercury
RCA
Columbia
RCA
Coupo
Mercury
Decca
Coupo
Columbia Ltd
Mercury
RCA
Columbia
Boyd Nelson
RCA
London Ltd
Columbia
RCA
London Ltd
Coupo
London
Quality
6500
1334
8348
1953
2168
7996
2769
8386
9818
7847
1676
2197
104268
4244
1498752
247
332
3591
58
7180
5441
109755
1805
27818
27798
85
37934
463
771
4628
978
6148
6130
677
3197
911
1676
3531
7110
5698
118331
29018
32970
27868
978
6148
1663795
Exhibit EN - "My Boy Lollipop" - Analysis of Earnings by Artist.
E448

Ray Coy Lollypop

Analysis of Earnings by Artists

| | Total | | |

May Day Tallyes By Artists

Analysis of Earnings

E450
Exhibit EN.

Analysis of Ray Loftspoke's top artists

E451
Exhibit EN.

Hey Boy Lollypop

Analysis of Earnings by Artists

E452

Exhibit EN.

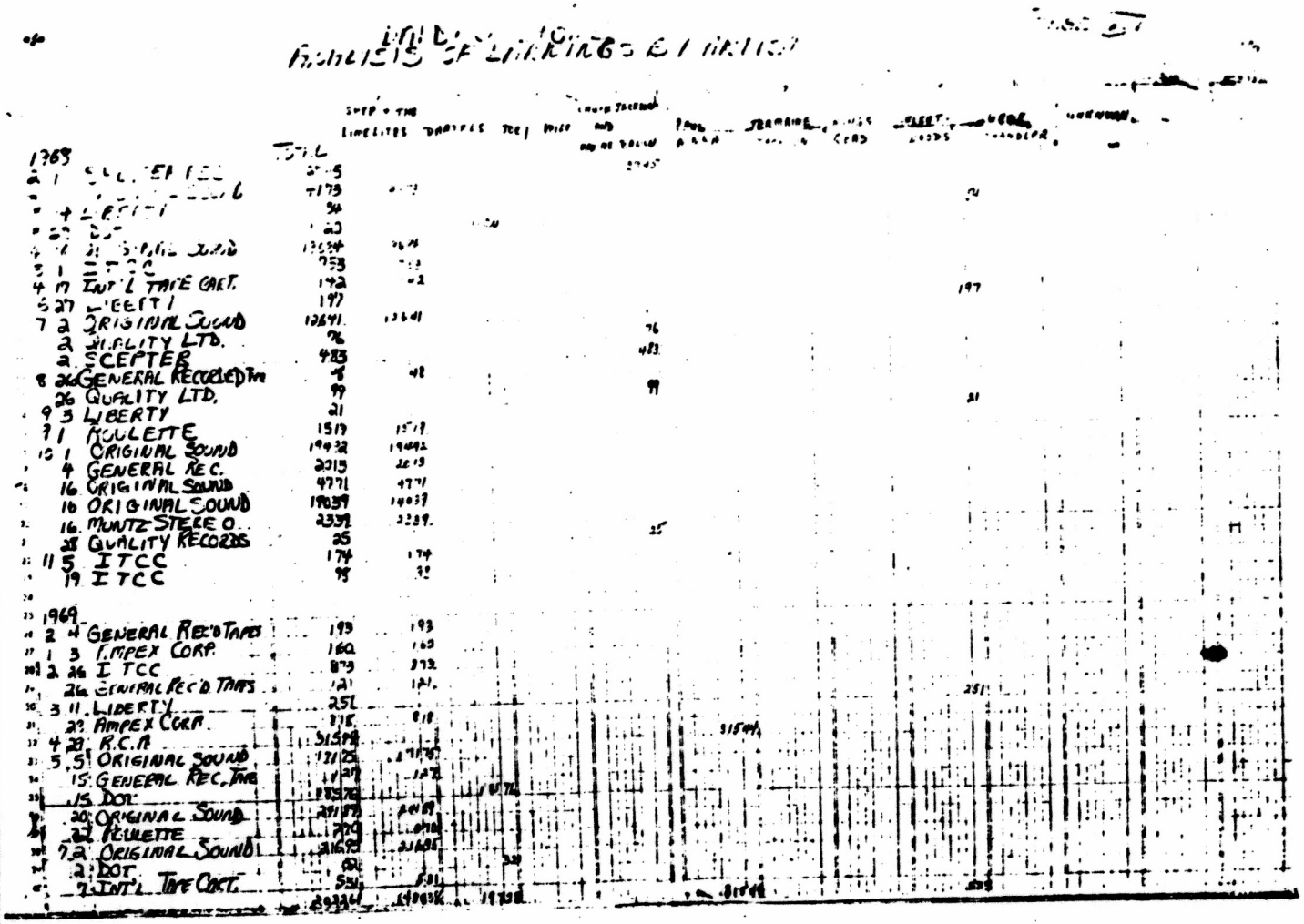
Exhibit EO - "Daddy's Home" -
Analysis of Earnings by Artist.

ANALYSIS OF EARNINGS BY ARTIST - Domino

			TOTAL	SOUND TRACK ALBUMS	DARRELL	JAY	PAIGE	CHUCK JACKSON AND MAXINE BROWN	PAUL REVERE	JOHNNIE JACKSON	KING'S ROAD	GILBERT-WOOD	GENE CHANDLER	MARK DINN
1965														
10	1	DOT	2364		2364									
	1	COLUMBIA	1230	1230										
11	12	ORIGINAL SOUND	20419	23419										
12	22	DOT	291		291									
	29	DOT	1242		1242									
	28	ORIGINAL SOUND	4319	4319										
1966														
1	22	A. MAESTRO	20586	20586										
2	22	DOT	9429		9429									
	20	MUNTZ STEREO	215	215										
5	27	ORIGINAL SOUND	4960	4960										
2	1	DOT	10		10									
	1	LIBERTY	17									17		
8	17	ORIGINAL SOUND	6216	6216										
9	29	LIBERTY	216									216		
	29	DOT	69		69									
10	22	ORIGINAL SOUND	2638	2638										
	28	INT'L TAPE CARTRIDGE	678	678										
1967														
2	9	DOT	608		608									
1	9	INT'L TAPE CARTRIDGE	1049	1049										9941
2	24	REC SOUND LTD	9941											
	24	ORIGINAL SOUND	6187	6187								158		
	24	LIBERTY	158											
3	6	[illegible]	565			565								32
2	24	[illegible]	32									213		
3	6	LIBERTY	213											
2	25	MUNTZ STEREO	576	576										
3	27	ORIGINAL SOUND	7622	7622										
5	5	DOT	676		676									
7	28	LIBERTY	57											
9	22	ORIGINAL SOUND	11955	11955										
9	25	SMASH RECORDS	38179					38179				9413		
10	4	LIBERTY	9413											
10	12	ORIGINAL SOUND	21042	21042										
11	20	ORIGINAL SOUND	11432	11432										
11	3	ROULETTE	981	981								41		
12	20	LIBERTY	41											
1968														
2	1	QUALITY RECORDS	165					165						
			192772	127998	10699	565		38179				1674		9973

E454

Exhibit EO.



PAGE 37

[illegible] OF EARNINGS BY ARTIST

		TOTAL	SOUND OF THE: LIMELITES	DOORS	JOEY PAIGE	POWER TRUCK ROD BRAINS BROWN	POOL ANNA	TEMPTATIONS SAWYER	KINGS ROAD	FLEETWOODS	GENE CHANDLER	UNKNOWN
1969												
7	9	SCEPTOR REC.	349				349					
	10	LIBERTY/UA	99							99		
	17	RCA VICTOR	8703				8703					
	23	LIBERTY REC. INC.	499							499		
	25	GENERAL REC. TAPE	85	85								
	9	DOT	8531		8531							
	10	LIBERTY/U.A. INC	206							206		
		ORIGINAL SOUND	1617	1617								
	17	QUALITY	99			99						
	24	RCA VICTOR LTD	4621				4621					
	24	RCA VICTOR DIV	12632				12632					
1	1	POULETTE	518	518								
1990												
1	28	AMPEX OF CANADA	30	30								
	31	RCA VICTOR LTD.	2934				2934					
	31	LIBERTY RECORDS	83							83		
2	3	ORIGINAL SOUND	6574	6574								
	4	RCA RECORDS	10361				10361					
	26	AMPEX CORP.	99	99								
	28	POULETTE	668	668								
3	9	AMPEX CORP.	255	255								
4	1	LIBERTY/UA INC.	50							50		
	1	QUALITY RECORDS	21			21						
	12	SCEPTOR RECORDS	100			100						
	17	ORIGINAL SOUND	16625	16625								
5	1	RCA RECORDS	2047				2047					
	1	AMPEX OF CANADA	65	65								
	26	LIBERTY LTD.	13	13								
	26	AMPEX LTD.	24	24								
	31	AMPEX CORP.	15	15								
		[illegible]	417							417		
		ORIGINAL SOUND	1624	1624								
		RCA CANADA LTD	1336				1336					
	28	RCA RECORDS	2014				2014					
	29	SCHOOL OF TAPE ART	16	16								
	13	SYNTHETIC MUSIC'S	12603	12603								
9	14	AMPEX CORP.	390	390								
	16	LIBERTY/UA INC	177							177		
	24	RCA LTD.	4431				4431					
	30	INDIVIDUAL SALE	5973	5973								
			139943	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Exhibit EO.

EU56

Murray's Home

Analyses of Carrying by artist

			TOTAL	SHEP & TYPE	DARTELS	GREY	Jewish Tabernacle Polish and Russian Temple	PAUL ANKA	JEFFERSON JEFFERSON	KINGS ROAD	FLEET WOODS	GRAVE CHANDLER	UNKNOWN
1970													
10	16	ORIGINAL SOUND	6680	660									
	26	ROULETTE	1249	1249									
	26	ROULETTE	981	981									
11	4	RCA RECORDS	1997						1997				
	4	CBS	3598	3598									
	18	ATCO	121	121									
	18	EPIC CORP.	3335	3335									
12	23	LITTLE RECORDS	745				745						
1971													
1	4	MAREX CORP	12	12									
	5	ORIGINAL SOUND	4579	4579									
	12	FLORIDA BOY OF AMER.	165						165				
2	1	GRT [illegible] LTD	4261	4261									
	3	RCA	177						177				
	4	MERCURY RECORDS	215			215							
	22	MIAMI SOUTH [illegible]	850	850									
	26	CBS	1680	1680									
3	1	GRT MUSIC TAPES	3379	3379									
	16	GRT CANADA	3059	3059									
	25	GRT MUSIC TAPES	16611	16611									
	25	MAPLE CORP.	42	42									
	31	[illegible]	3512	3512									
1	26	ROULETTE	1134	1134									
	26	[illegible]	845	845									
	5	[illegible]	476	476									
	14	RCA RECORDS	5077	5077									
4	15	ORIGINAL SOUND	1817	1817					617				
	15	RCA LTD	[illegible]	[illegible]					[illegible]				
5	1	[illegible]	131						131				
	5	[illegible]	1254				1254						
	[illegible]		331	331									
	[illegible]		[illegible]	[illegible]									
6	22	[illegible]	1835	1335									
	[illegible]		1635	1635									
6	5	GRT RECORDS	1635	1635								61	
7	7	UNITED ARTISTS	65						733				
7	14	RCA RECORDS	1733						1733				
	6	RECORD [illegible]	1220										
	8	COLUMBIA [illegible]	3458	3458									
		[illegible]	650	650								65	
		[illegible]	10156	9163		[illegible]	2109		5670				

Analysis of Singles by Artist

IMAGE 57

1971	TOTAL	SOLD TO THE CONSUMER	DARTREE	JOEY PAIGE	BRUCE SHIPLEY AND MAGNIE RECORD	PAUL ROWE	STEPHANIE TREVCOM	KIKE'S ROAD	FLEETWOODS	GENE CORNELIUS
9 12 RCA RECORDS	1808					1808				
11 7 ROULETTE	1011	1011								
10 22 AMPEX CORP.	1985	1985								
22 RECORD CLUB OF AMER.	1518					1518				
11 AGRT CORP	3051	3051								
13 ITPC	15	15								
13 SCEPTER RECORDS	709				538	1				232
10 ROULETTE	1808	1808								
9 UNITED SOUND ARTIST	11459	11459								
7 6 GRT MUSIC TAPES	1174	1174								
5 UNIVERSAL SOUND ARTISTS	1912	1912								
6 AMPEX (ABC)	68	68								
12 5 RECORD CLUB OF AMERICA	155					155				
14 3 A & B RECORDS	10					10				
11 339 AMPEX CORP	23	23								
10 10 ROULETTE	1037	1037								
N ROULETTE RECORDS	53000	53000								
18 CAMEMAL SOUND RECORDS	10677	10679								
19 IMMEDIATE MUSIC CORP	50000	50000								
5 5 RCA RECORDS	27					27				
15 RECORD CLUB OF AMERICA	279					279				
6 19 SCEPTER RECORDS	1W				236					(132)
23 GRT MUSIC TAPES	1796	1796								
23 GRT MUSIC TAPES	8963	8963								
75 CUSTOM RECORDS IC INC	5599	5599								
15 CAMEMAL SOUND RECORDS	12650	12650								
9 13 RECORD CLUB OF AMERICA	54					54				
19 AMPEX CORP	4116	4116								
12 UNITED ARTISTS RECORDS	5000	5000								
28 UNITED ARTISTS RECORDS	41								41	
25 AMPEX CORP	23	23								
28 L HAY RECORDS	387	387								
10 10 UNITED ARTISTS RECORDS	54								54	
12 GRT CORP	4412	4412								
12 UNIVERSAL SOUND ARTISTS IC	17169	17169								
10 SCEPTER RECORDS	236				20					(14)
11 6 RCA RECORDS	395					395				
12 10 ROULETTE	6088	6088								
7 5 GRT CORP	11607	11607								
18 CAMEMAL SOUND RECORDS	35078	35078								
	307160	284726			794	31341			43	66

BARRY'S HOME
ANALYSIS OF EARNINGS BY ARTIST

1973		TOTAL	SOUND RECORDING LICENSING	DARRELL	JOEY	MIKE AND MARIDE BROUD	GEORGE TOUSSAINT	PAUL REVERE	TERMAINE JACKSON	KINGS ROAD	FIRST WOODS	GENE CHANDLER	UFF HOOD
1	19	ORIGINAL SOUND RECORDS	19170	19170									
1	30	Gimpex Corp.	201.	201									
3	12	Motown Record Corp	369113						369113				
3	20	Paulette Records	3549	3549									
3	20	GRT Corp	4853	4853									
3	26	CBS Records (Int'l Ltd)	96720	96720									
2	27	Imperial Corp	197	197									
4	30	RCA Records	946					946					
4	2	Kapp Records Inc.	331					331					
5	16	Atlantic Records Inc	140				140					140	
6	1	Motown	3120	3120									
6	6	Imperial Sound Records	21366	21366									
6	6	Atlantic Records Inc.	5206				79					5206	
6	25	Imperial Sound Records	24636	24636									
6	25	GRT Canada	1041	1041									
6	25	RCA Records	147					147					
6	25	GRT Corp.	2376	2376									
6	25	Motown Record Corp.	145180						145180				
7	30	Atlantic Records Inc	954				77					877	
8	31	Imperial Sound Records Inc	25356	25356									
8	01	CBS Records	84335	84335									
9	12	Redwest Communications Corp.	4510	4510									
9	18	GRT Corp	8092	8092									
9	24	GRT Canada Ltd.	69	69									
9	28	Motown Record Corp. Canada	1432	1432									
9	28	Motown Record Corp	5769	5769									
9	28	GRT Canada Ltd.	567	567									
9	28	RCA Records	10					10					
9	28	[illegible]	[illegible]	[illegible]									
9	28	Phillips International Ltd	1294										1294
9	28	Motown Records	3050	3050									
10	5	Motown Records	30567						30567				
10	12	Imperial Sound Records	3444	3444									
10	17	Gordon of Canada	4422						4422				
10	23	Motown Record Corporation	1429	1429									
10	31	RCA Records	680					680					
11	9	Compact of Canada	315						315				
11	30	Columbia Records Inc	2120	2120									
11	30	Motown	24036							24036			
	30	CBS Records	18101	18101									
12	5	Motown Record Corp.	33536						[illegible]				
			[illegible]	[illegible]				8164	[illegible]	24036		6206	1294

E458

Exhibit EO.

Waddy's Wage Analysis of Earnings by Artist

		Total	Single Type	Diskettes	Tape	Issued Through Fargo Sub Nations Records	Paul Anka	Barbra Streisand	Kinks Ford	Velvet Underground	Gene Cordaro	Unknown	
1973													
10	18	ABC Records	319	319									
10	19	CBS Corp	11986	11986									
10	28	BOT Corp	1952	1952									
12	20	Pol. Mfg	962	962									
1974													
1	15	Pickwick Int'l.	30579							30579			
2	15	Springboard Int'l.	2727	2727									
8	10	CBS Canada	14991	14991									
8	11	United Artists	172								172		
3	22	ABC Canada Inc.	3352	3352									
3	28	MCA Corp.	2562	2562									
3	29	Polydor Canada	2048	2048									
4	3	Pickwick Int'l.	923							923			
4	9	Capitol of Canada	111073						111073				
4	24	Peoples Records Inc.	109			79					26		
4	24	Capitol of Canada Ltd	2652						2652				
6	31	Quality Canada	1110	1110									
5	29	CBS Records	9609	9609									
5	30	Motown Record Corp	4960						4960				
7	30	CBS Records	9750	9750									
7	30	Polydor Records Inc.	2139	2139									
8	30	BOT Canada	166	166									
8	30	BOT Corp.	89	89									
8	30	Compact Canada	11714	11714									
12	20	Pickwick Int'l.	15103							15103			
12	20	Capitol of Canada	22509						22509				
12	20	Motown Record Corp	1585						1585				
12	20	B & T Canada	905	905									
12	20	Syngraph Records	6252	6252									
12	20	RCA Victor Records	1669	1669									
12	20	Capitol of Canada	12647						12647				
12	30	United Artists Corp	390	390									
12	30	[illegible]	2242	2242									
12	30	[illegible] Records	6452	64 [illegible]									
1975													
220		[illegible] Records	6951	695[illegible]									
3	6	Pickwick Int'l	4362							4362			
3	7	BOT Canada	161	161									
3	31	Motown Record Corp.	30579						30579				
3	31	[illegible]	1946	1946									
3	31	RCA Victor Records	2990	2990									
			340[illegible].61	104[illegible].68		.41			[illegible].39	538.97	1.52	.26	

E459

Exhibit EO.

Exhibit EO. E460

Page

Goldby's Home
Envelopes of Earnings by Artist

			TOTAL	SHIP THE SINGLETONS	DOUBLES	STORY PAGE	JAMES THOMAS pp 26 to 50 Below	THOMAS/ JACKSON	RIDGE ROAD	FLEET-WOODS	GEORGE COWPLAND	HOLKWOOD
1975												
10	31	BRT Canada	149	149								
10	31	DOT Corp.	5989	5989								
2	31	RCA Records	9719					9719				
3	31	American Tape Corp.	6926	6926								
4	15	Original Sound Records	11130	11130								
5	5	Kapp Records	105				59				46	
5	12	D.C. Int. A.C. Records	1322	1322								
5	12	LGT Corp.	315	315								
5	12	Polydor Ltd.	310	310								
5	12	LTD Bell & Sea	144769	144769								
5	9	Guild of Canada	1496						1496			
5	27	Roulette Records	85	85								
3	31	RCA Records	13183					13183				
5	12	RCA Records	469					469				
6	20	Original sound Sales	13305	13305								
6	20	CBS Records	3956	3956								
6	25	Up and Coming Records	1061	1061								
6	25	EMS Recording Inc	862	862								
6	26	Polydor Ltd	136	136								
6	30	Roulette Special 45th	457600	457600								
7	3	Motown Records Canada	936						936			
7	7	RCA Victor Co Ltd	3464					3464				
7	10	Gospel of Canada Ltd	1165						1165			
7	18	Original Sound Records	131369	131369								
7	22	Gas Tape Corp.	2479	2479				6557				
7	31	RCA Records	6557									
8	7	Gas Tape Corp.	965	965								
8	11	Gas Tape Corp.	915	915								
8	20	Columbia Records	2905									
1	07	CBS Records	2193	2193								
8	31	Roulette Records	2873	2873								
9	19	GRT Canada	596	596								
9	24	GRC Records	1020	1020								
10	9	Original Records	101668	101668								
10	14	Original Sound Records	369	369				2811				
10	17	Polydor Ltd.	2811									
11	3	Buddah Records	7628	7628								
11	21	CBS Records	1601	1601								
11	28	Roulette Records	2029	2029								
			92-4.69	1790.00			.59	2128.96	30.94	20.65	.46	

Cyndy's Notes — Analysis of Earnings By Cities — Page 9

		TOTAL	SHEP & TIM BINGHAMS	DOATTLS	JOY PRICE	LOUIE TESKEY AND JIMMIE BROWN	PAUL ANNA	BRANDIE TRACKEN	KINGS ROAD	ESSEX WOODS	GENE CHANDLER	UNKNOWN
1935												
11 28 RCA Rumba Inc		301					301					
11 28 RCA Records Inc		7852					7852					
		1003					1003					
Recap:												
Page	1	192892	127932	13699	535	3783				1624		9978
	2	203261	148032	19742		5408	31044			533		
	3	132943	71057	8531		499	4[illegible]45			1439		
	4	100156	91332		315	2104	5694			62		
	5	3[illegible]1[illegible]	3[illegible]936			1[illegible]	2124			83	66	
	6	377577[illegible]	51[illegible]78			3014	8[illegible]4	2283695	5[illegible]4		6418	12915
	7	340751	164568			78		177[illegible]5	5[illegible]71	[illegible]72	36	
	8	93[illegible]69	8[illegible]4			87	3[illegible]96	3077	2966		46	
	9	[illegible]					[illegible]					
		5012863	[illegible]36891	41905	[illegible]	[illegible]	12[illegible]	24[illegible]6[illegible]	556[illegible]	3859	6516	3291[illegible]

E462

Exhibit EP - "Maybe" - Analysis of Earnings by Artist.

E463

Exhibit EP.

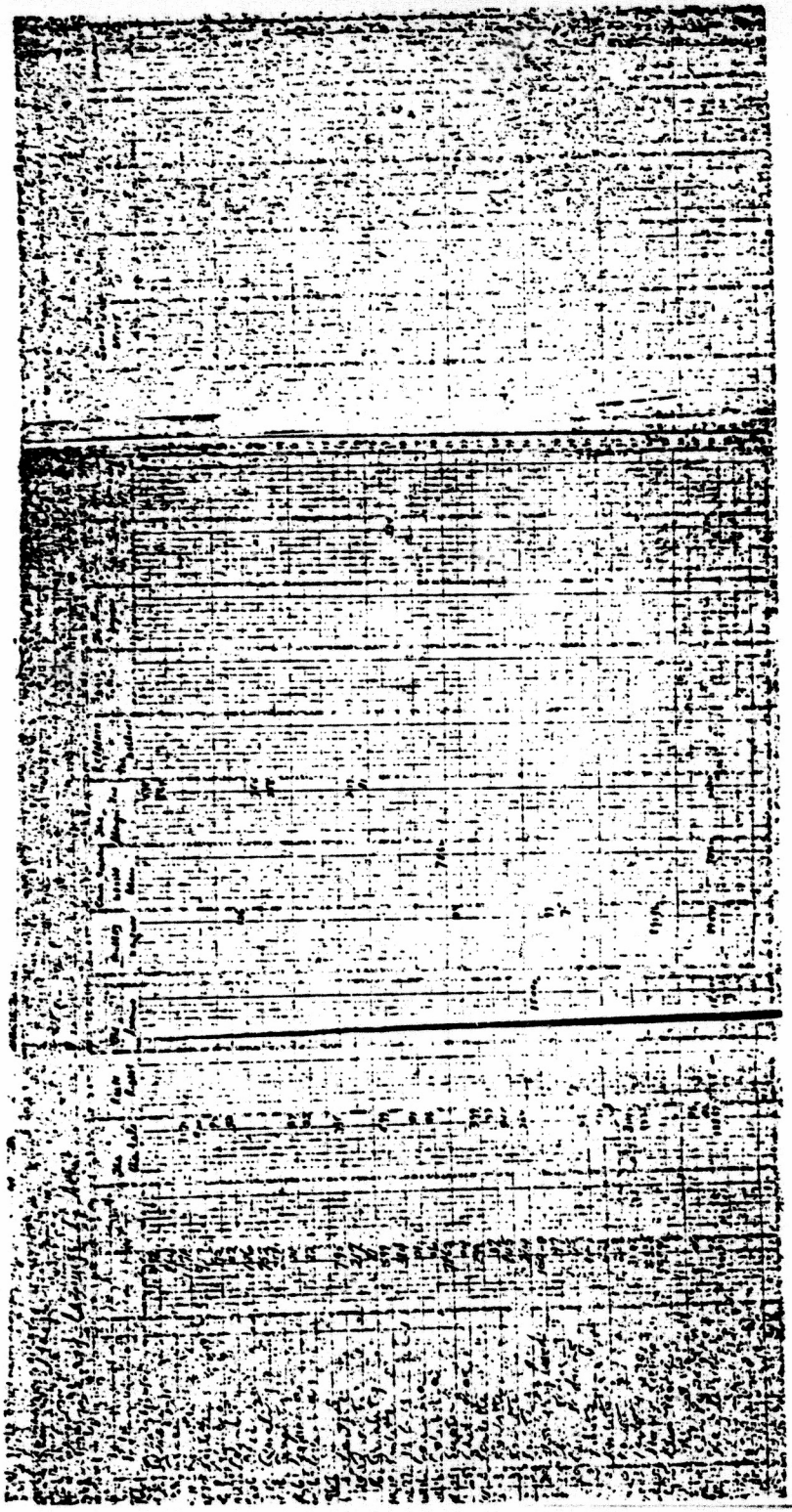
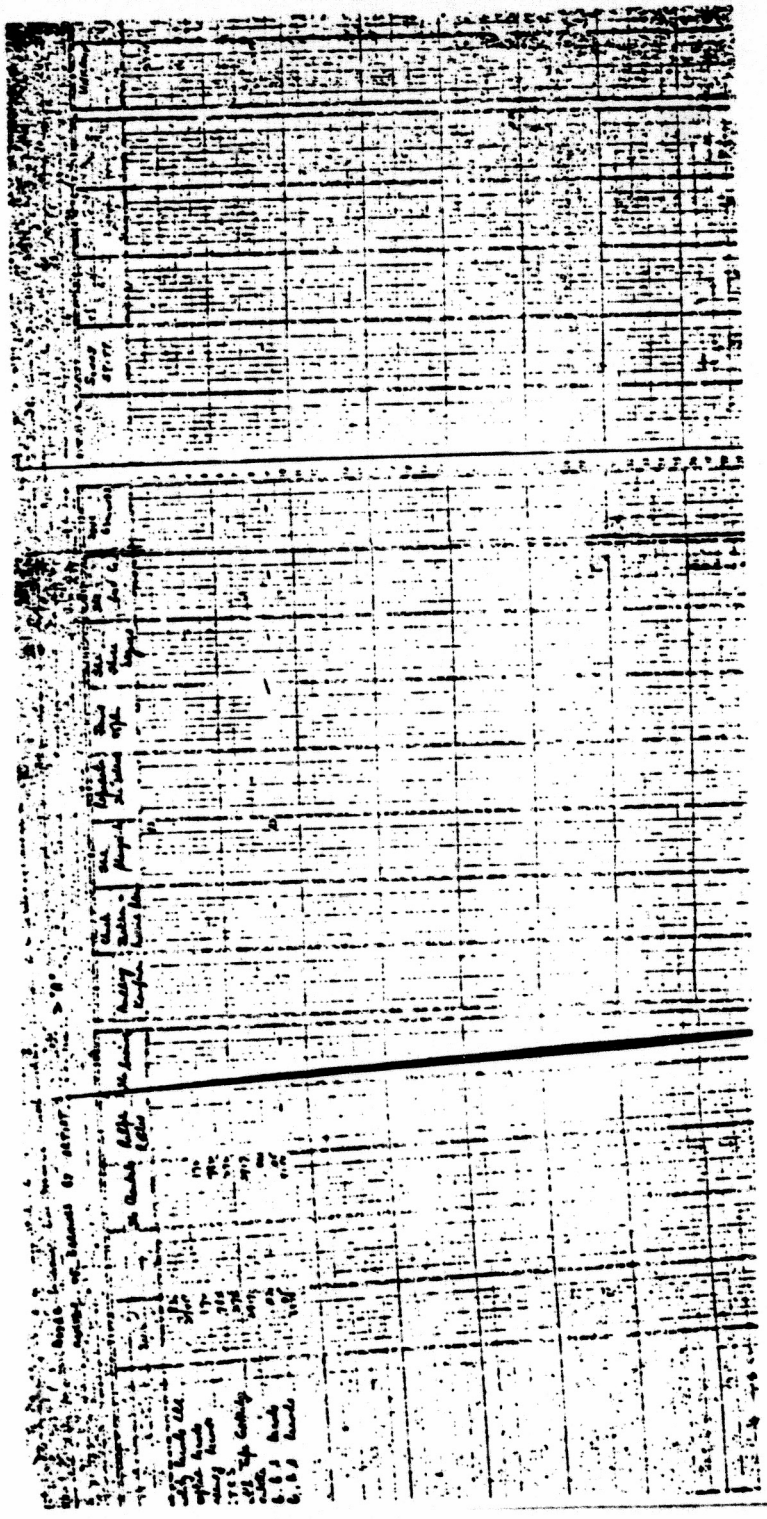


Exhibit EP.



E465

Exhibit EP.

E456

Exh. by EP.

E467

Exhibit EP.

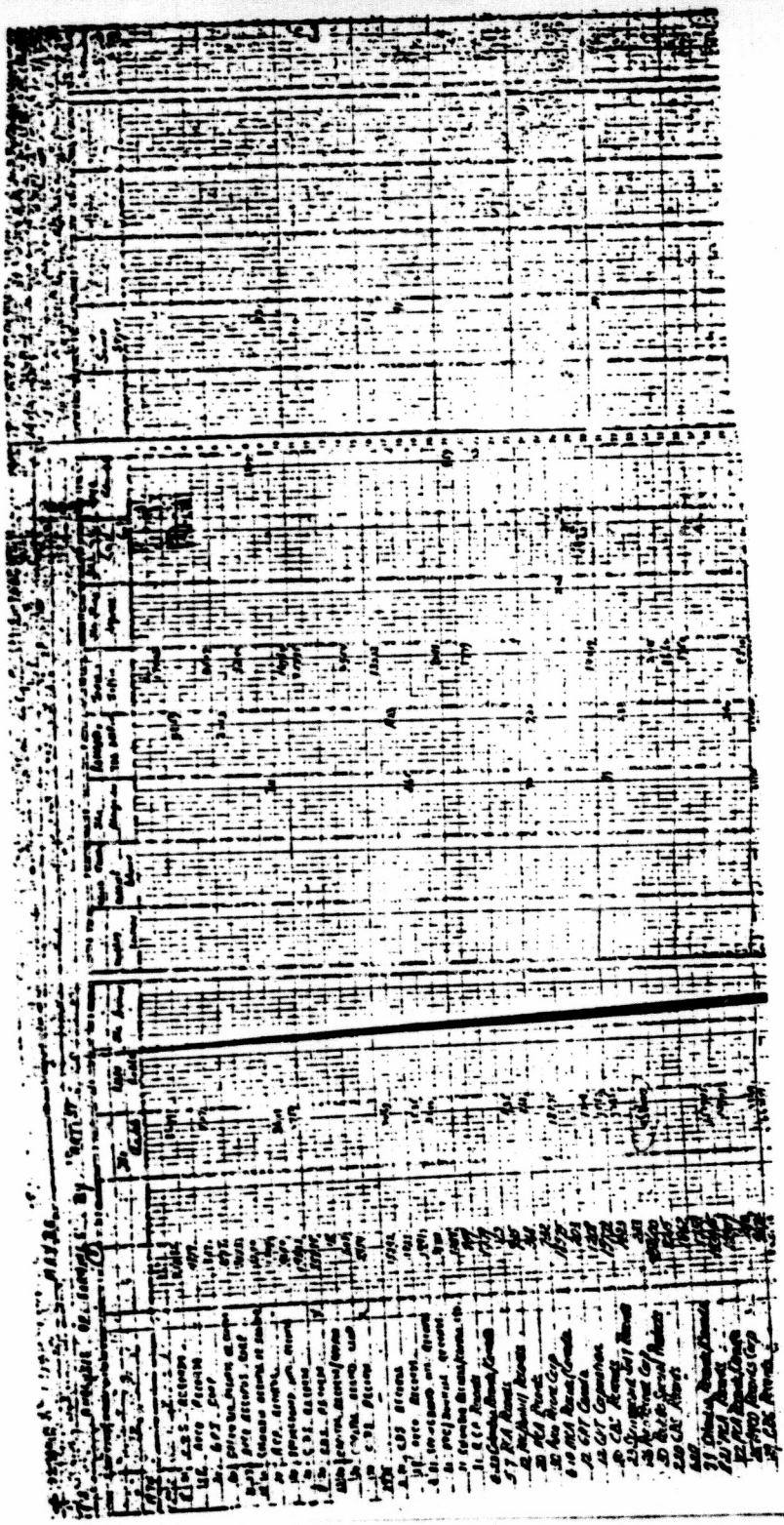
E468

Exhibit EP.

Exhibit EP.

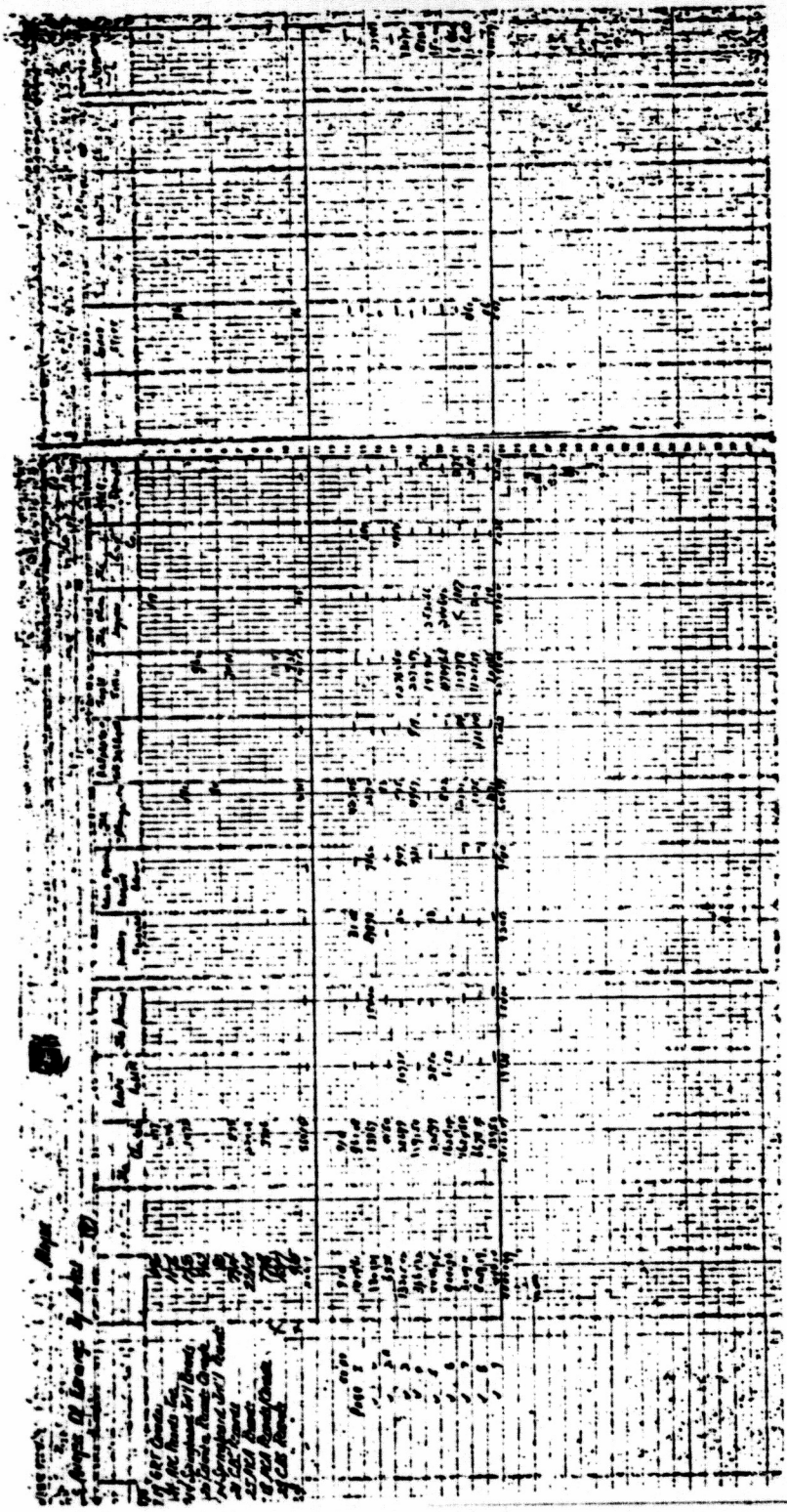
E470

Exhibit EP.



E471

Exhibit EP.



E472

Exhibit EQ - "Oye Como Va" - Analysis of Earnings by Artist.

Exhibit EQ.

E473

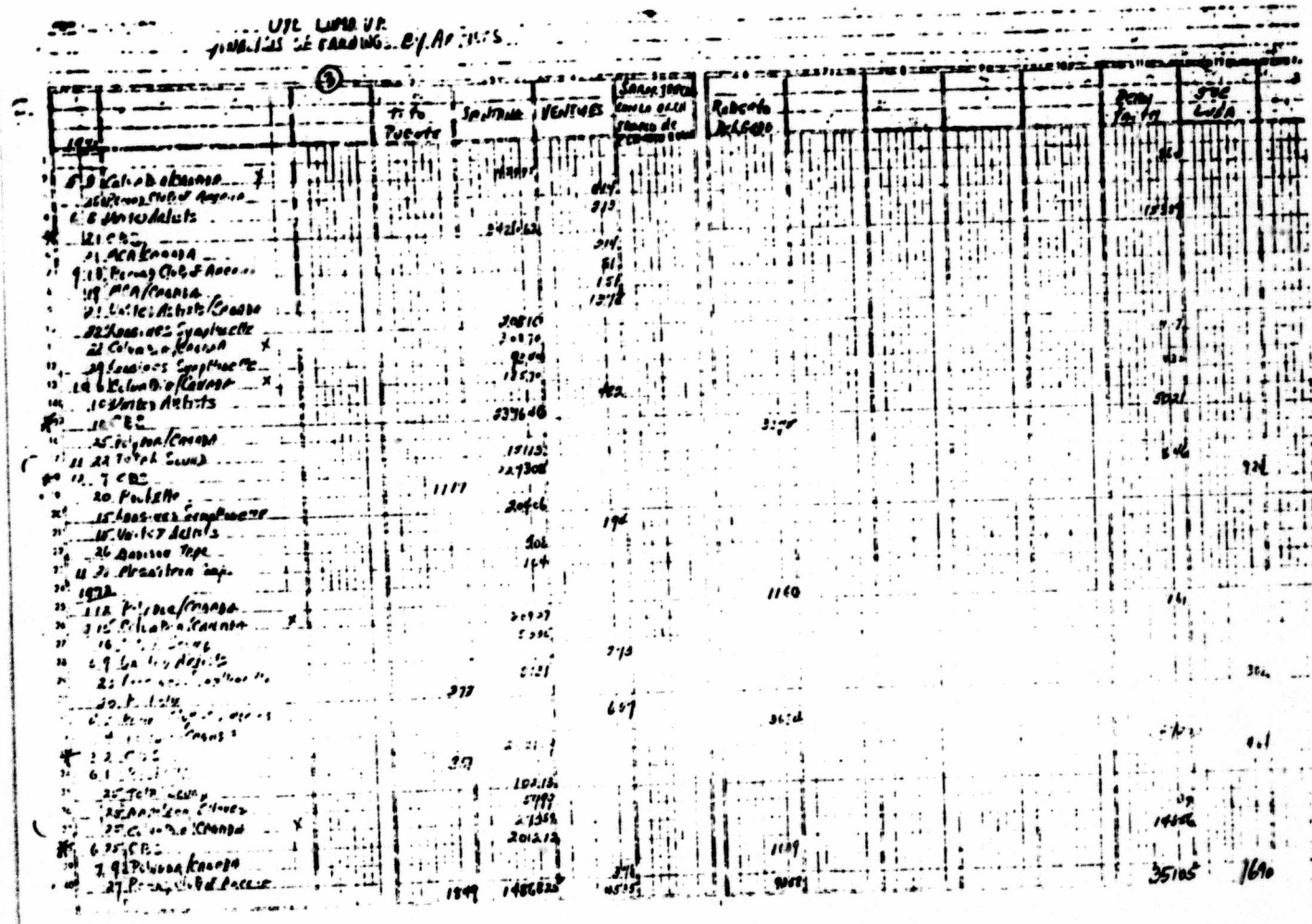


Exhibit EG.

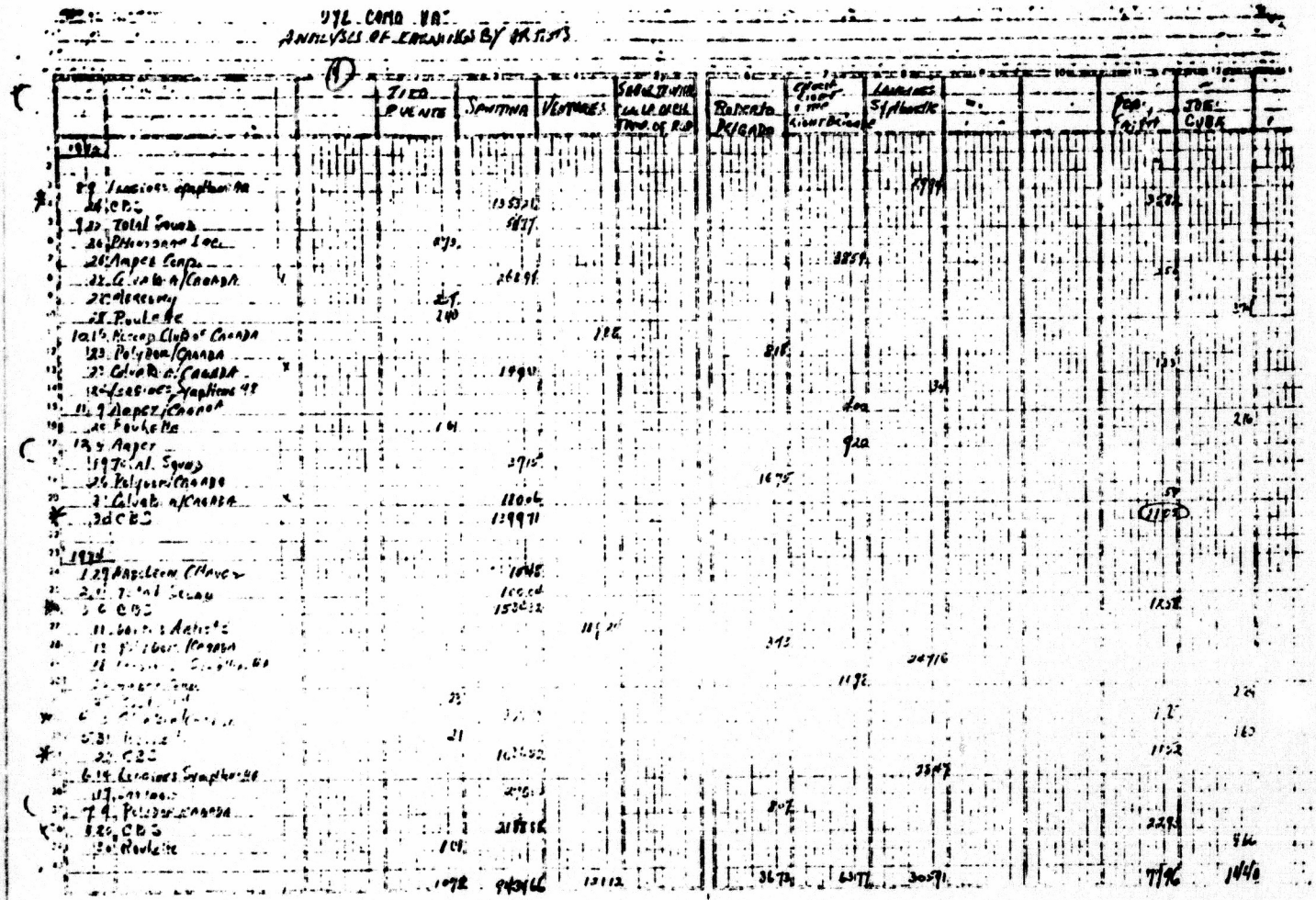


Exhibit EQ.

E475

E476
Exhibit EQ.

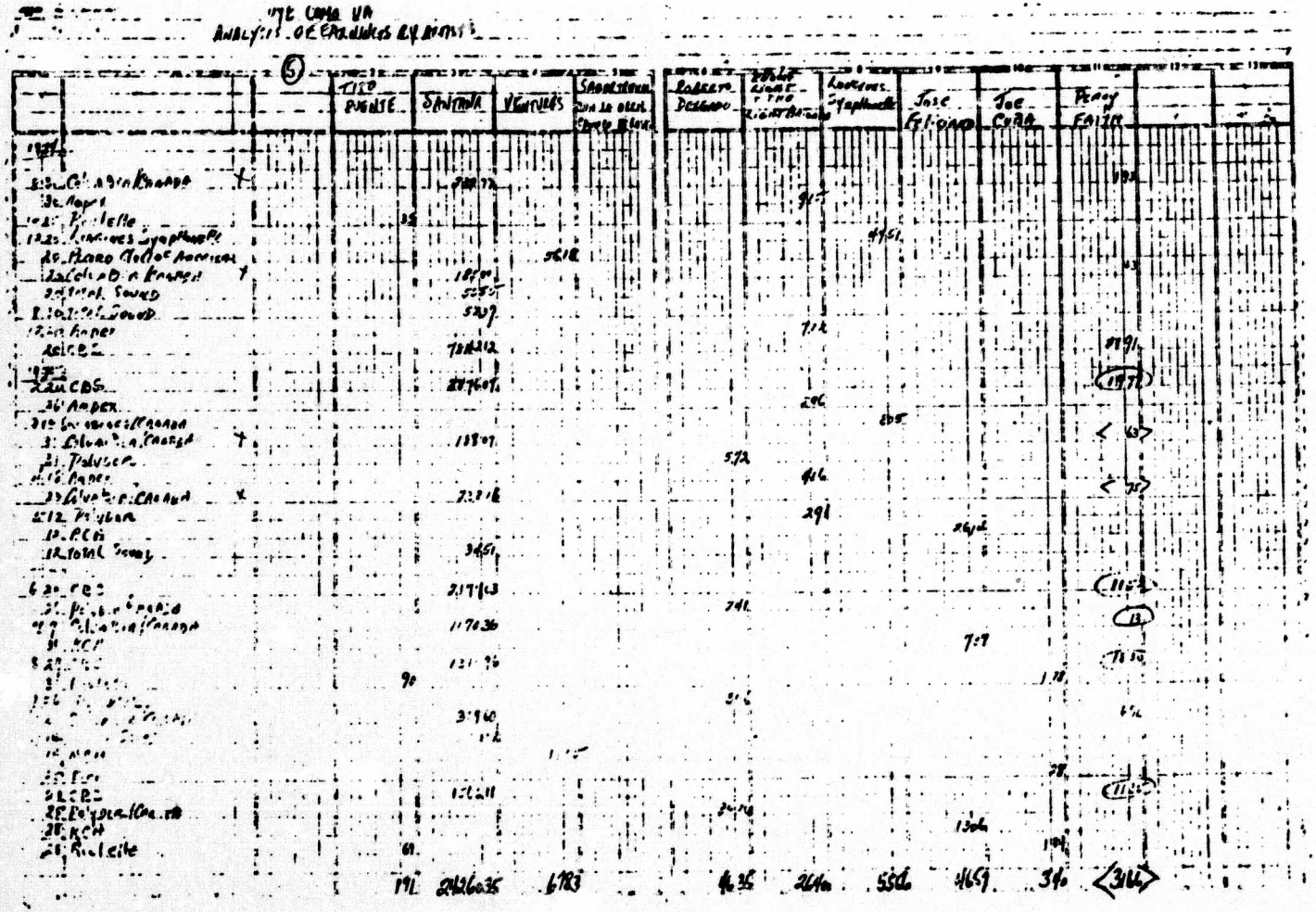
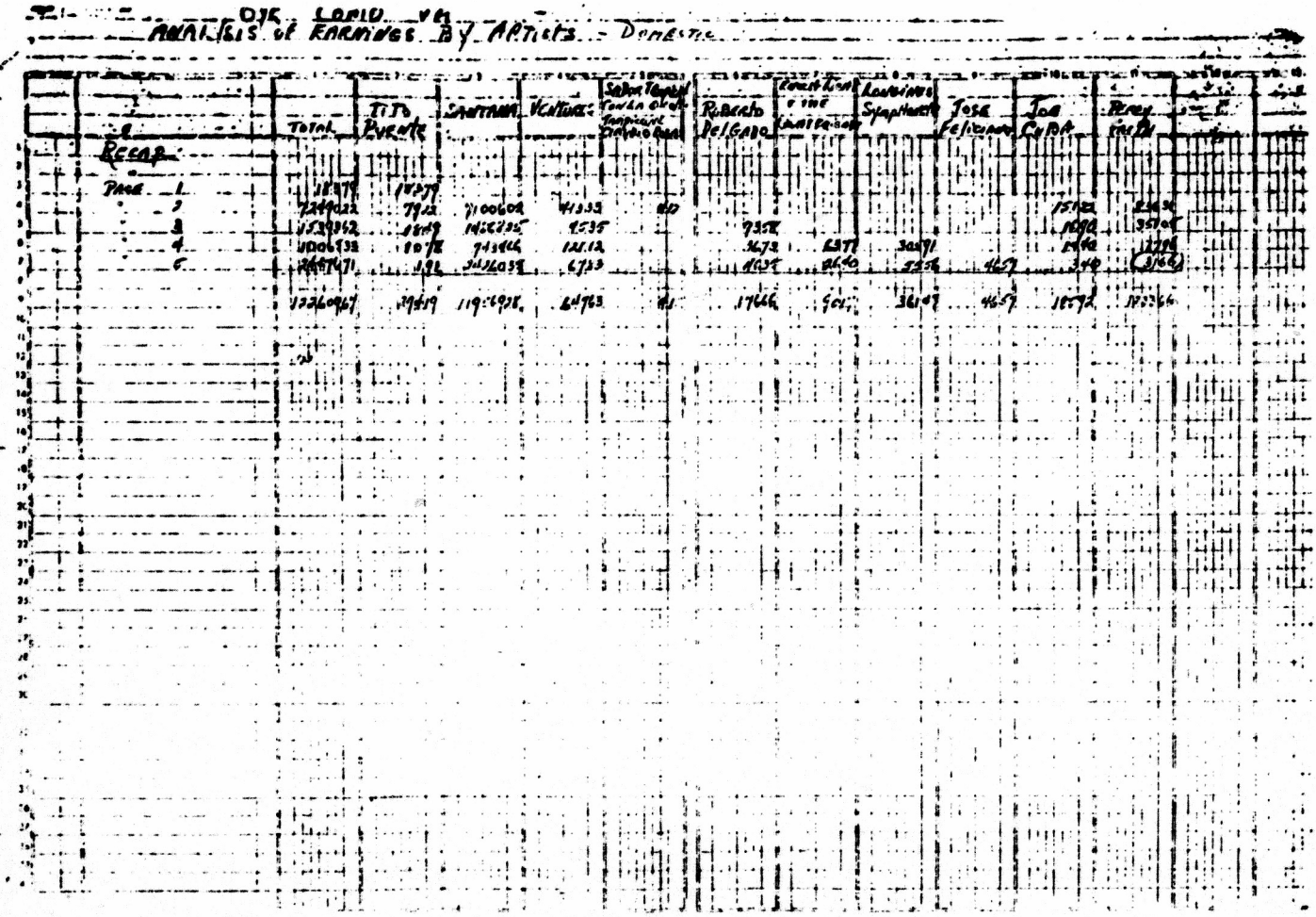


Exhibit EQ.



ANALYSIS OF EARNINGS BY ARTISTS - DOMESTIC

	TOTAL	TTD PERCENTAGE	SANTANA	VENTURA	Salsa Tequila Tequila Glen Tequila Tequila Gold	ROBERTO DELGADO	Corona Extra Lime Beer	LOS LOBOS Sylvia Hernandez	JOSE FELICIANO	JOE COCKER	PERRY FARRELL	
RECAP												
Page 1	18379	18379										
2	2249022	7922	711006	41335						15112	24648	
3	1533962	8849	141235	9535		7358				1892	35706	
4	1006532	8078	74384	12512		3672	6371	30291		2442	12198	
5	1447471	1182	341603	6733		4037	2646	5256	4657	340	(3166)	
	7236967	44519	1190938	64763		17066	9017	35547	4657	19572	77364	

E478

Exhibit TTT - Record Plant Document Re Cutting Room Work in February 4 and 5. Lacquer Master Cut 2/6.

NO. 4203

the master cutting room inc.

321 West 44th Street, New York, N.Y. 10036 (212) 581-6509

☐ CREDIT ☐ CASH

CLIENT [illegible]	ORDERED BY
ADDRESS [illegible] HOLLYWOOD, CALIFORNIA	CLIENTS ORDER NO. [illegible]
	TELEPHONE
PRODUCER	DATE OF ORDER 2/4/75
ARTIST [illegible]	MUST HAVE BY

Set Up and Instructions

MASTERING TIME

Song Titles

Delivery Instructions - Tape Disposition

Label Copy

Quantity		Amount
	Reference:	
1	12" Stereo DF 2/4/75 ✓ $50.00	50.00
	12" Stereo SF 25.00	
	12" Mono DF 30.00	
	12" Mono SF 15.00	
	EP 7" Stereo DF 20.00	
	EP 7" Stereo SF 10.00	
	EP 7" Mono DF 15.00	
	EP 7" Mono SF 8.00	
	7" 45 Stereo DF 15.00	
	7" 45 Stereo SF 10.00	
	7" 45 Mono DF 8.00	
	7" 45 Mono SF 6.00	
	Above Charges	
	Tax	
	Pack and Handle	
	Postage	
	TOTAL	

Quantity		Amount
	Masters:	
	12" LP $60.00	
	7" EP 25.00	
	7" 45 Stereo 20.00	
	7" 45 Mono 12.50	
	Transcriptions:	
	12" DF $ 8.00	
	12" SF 6.00	
	Plus $30 per hour studio time charge	
7hr	Client Mastering 2/4/75 ✓ $30.00	[illegible]
	Half Speed $20.00 per hr.	
	LP Safety Copies, 2 sides $30.00	
	Single Selection $6.00	
	Editing, Timing, Assembly $40.00 per hr.	
	1/4" Tape 2500 ft. at $10.00	
	1200 ft. at $ 6.00	
	600 ft. at $ 3.00	
	Above Charges	
	Tax	[illegible]
	Pack and Handle	
	Postage	
	TOTAL	[illegible]

E 479

Exhibit TTT.

the master cutting room inc.

INVOICE # 4265

INVOICE DATE 2/5/75

2/25/75

SOLD TO
CAPITOL RECORDS
1750 NORTH VINE
HOLLYWOOD, CALIFORNIA
ATTN: JOHN PALADINO

ARTIST: JOHN LENNON
PRODUCER:
ENGINEER: GREG CALBI

STUDIO	YOUR P.O. NO.	SESSION DATE	
	4117357	2/4/75	
DESCRIPTION	**UNIT PRICE**	**AMOUNT**	**TOTAL**
1 12" STEREO LP REFERENCE DISC	50.00	50.00	
7 HRS CLIENT MASTERING TIME	40.00	280.00	
NY SALES TAX		26.40	
			$356.40

REFERENC DISC TAKEN BY @ JOHN LENNON

FOR YOUR CONVENIENCE, WE PROVIDE SPACE FOR TAPE STORAGE AT OWNER'S RISK

E480

Exhibit TTT.

NO. 4206

the master cutting room, inc.

321 West 44th Street, New York, N.Y. 10036 (212) 581-6509

☐ CREDIT ☐ CASH

CLIENT Capitol Records

ADDRESS

PRODUCER

ARTIST Jackie Robinson

Set Up and Instructions

Mastering Tape

Song Titles

Delivery Instructions - Tape Disposition

Pick up Tape from [illegible]

ORDERED BY

CLIENTS ORDER NO. 4117-3-7

TELEPHONE

DATE OF ORDER: 2/5/75

MUST HAVE BY:

Label Copy

Quantity		Amount	Quantity		Amount
	Reference:			Masters:	
2	12" Stereo DF 2/5/75 gv $50.00	100 00		12" LP $60.00	
	12" Stereo SF 25.00			7" EP 25.00	
	12" Mono DF 30.00			7" 45 Stereo 20.00	
	12" Mono SF 15.00			7" 45 Mono 12.50	
				Transcriptions:	
	EP 7" Stereo DF 20.00			12" DF $ 8.00	
	EP 7" Stereo SF 10.00			12" SF 6.00	
	EP 7" Mono DF 15.00			Plus $30 per hour studio time charge	
	EP 7" Mono SF 8.00			40	
			7½ hr.	Client Mastering 2/5/75 gv $30.00	300 00
	7" 45 Stereo DF 15.00			Half Speed $20.00 per hr.	
	7" 45 Stereo SF 10.00			LP Safety Copies, 2 sides $30.00	
	7" 45 Mono DF 8.00			Single Selection $6.00	
	7" 45 Mono SF 6.00				
				Editing, Timing, Assembly $40.00 per hr.	
				1/4" Tape 2500 ft. at $10.00	
				1200 ft. at $ 6.00	
				600 ft. at $ 3.00	

Above Charges		Above Charges	400 00
Tax		Tax	60 00
Pack and Handle		Pack and Handle	5 00
Postage		Postage	
TOTAL		TOTAL	465 00

Invoice 4256 On 2-7

E 481

Exhibit TTT.

the new cutting room inc.

INVOICE # 4256

INVOICE DATE 2/7/75

SOLD TO
CAPITOL RECORDS
1750 NORTH VINE
HOLLYWOOD, CALIFORNIA
ATTN: JOHN PALADINO

2/25/75

ARTIST: JOHN LENNON
PRODUCER:
ENGINEER: GREG CALBI

STUDIO	YOUR P.O. NO.	SESSION DATE:	
	4117357	2/5/75	
DESCRIPTION	**UNIT PRICE**	**AMOUNT**	**TOTAL**
2 12" STEREO DF REFERENCE DISCS	50.00	100.00	
7 1/2 HRS CLIENT MASTRING TIME	40.00	300.00	
NY SALES TAX		32.00	
MESSENGER		5.00	
			$437.00
REFERENCE DISCS DELIVERED TO JOHN LENNON VIA MSGR.			

FOR YOUR CONVENIENCE, WE PROVIDE SPACE FOR TAPE STORAGE AT OWNER'S RISK

E 482

Exhibit TTT.

the master **cutting room**

321 West 44th Street, New York, N.Y. 10036 (212) 581-6580

NO. 4207

☐ CREDIT ☐ CASH

CLIENT: CAPITOL RECORDS	ORDERED BY: TRACY
ADDRESS: 1750 NORTH VINE ~~HOLLYWOOD, CALIFORNIA~~	CLIENTS ORDER NO.: 4117357
	TELEPHONE:
PRODUCER:	DATE OF ORDER: 2/5/75
ARTIST: JOHN LENNON	MUST HAVE BY: ASAP

Set Up and Instructions

1 — 9 SETS 12" STEREO LP MASTER LACQUERS
5 15 IPS STEREO TAPE COPIES (EQ'D NON-DOLBY)

Song Titles: SK-1-3419 Z1-9
~~SK-2-3419 Z1-9~~

Label Copy

Delivery Instructions - Tape Disposition

Z1-2 CAPITOL JACKSONVILLE VIA JET AIR FREIGHT # 276479
~~Z3-4 CAPITOL WINCHESTER VIA JET AIR FREIGHT # 276760~~ Box missed connection
~~Z5-6 CAPITOL LOS ANGELES, VIA TELERAD # 276464~~ Z7-8 TO CAPITOL CANADA VIA EMERY AIR
4 TAPE COPIES TO BOB EDSON CAPITOL NEW YORK VIA MESSENGER WITH Z9 MASTERS FREIGHT # 26607
1 TAPE COPY TO MIKE EDSON CAPITOL LSO ANGELES VIA ~~TELERAD~~ # 276464

Quantity			Amount	Quantity			Amount
	Reference				Masters:		
	12" Stereo DF	$50.00		18	12" LP 2/6/75 ✓	$60.00	1080 00
	12" Stereo SF	25.00			7" EP	25.00	
	12" Mono DF	30.00			7" 45 Stereo	20.00	
	12" Mono SF	15.00			7" 45 Mono	12.50	
					Transcriptions:		
	EP 7" Stereo DF	20.00			12" DF	$ 8.00	
	EP 7" Stereo SF	10.00			12" SF	6.00	
	EP 7" Mono DF	15.00			Plus $30 per hour studio time charge		
	EP 7" Mono SF	8.00					
					Client Mastering	$20.00	
	7" 45 Stereo DF	15.00			Half Speed	$20.00 per hr.	
	7" 45 Stereo SF	10.00		5	LP Safety Copies, 2 sides 2/6/75	$30.00	150 00
	7" 45 Mono DF	8.00			Single Selection	$6.00	
	7" 45 Mono SF	6.00					
					Editing, Timing, Assembly	$40.00 per hr.	
				10	1/4" Tape 2500 ft. at $10.00 2/6/75		200 00
					1200 ft. at $ 6.00		
					600 ft. at $ 3.00		

Above Charges		Above Charges	1430 00
Tax		Tax	71.50
Pack and Handle		Pack and Handle	13.50
Postage		Postage	13 75
TOTAL		TOTAL	1528 75

Invoice 4267

E 483

Exhibit TTT.

the master cutting room

INVOICE # 4262

INVOICE DATE 2/10/75

3/10/75

SOLD TO
CAPITOL RECORDS
1750 NORTH VINE
HOLLYWOOD, CALIFORNIA
ATTN: JOHN PALADINO

ARTIST: JOHN LENNON
PRODUCER:
ENGINEER: GREG CALBI

STUDIO	YOUR P.O. NO.	SESSION DATE:	
	4117357	2/6/75	
DESCRIPTION	UNIT PRICE	AMOUNT	TOTAL
18 12" LP MASTER LAQUERS	60.00	1080.00	
5 LP TAPE COPIES	30.00	150.00	
10 1/4" 2500' TAPE	20.00	200.00	
N.Y. SALES TAX		41.60	
PACKING		12.50	
MESSENGER (1)		5.00	
AIR FREIGHT (3)		75.00	
			$1564.10

SK-1-3419 Z1-9
SK-2-3419 Z1-9
Z1-2 CAPITOL JACKSONVILLE VIA AIR FREIGHT
Z3-4 CAPITOL WINCHESTER VIA AIR FREIGHT
Z5-6 CAPITOL LOS ANGELES DELIVERED T OBOB EDSON CAPITOL NEW YORK VIA MESSENGER
Z7-8 CAPITOL CANADA VIA AIR FREIGHT COLLECT
Z9 ENGLAND-DELIVERED TO BOB EDSON CAPITOL NEW YORK VIA MESSENGR
4 TAPE COPIES DELIVERED TO BOB EDSON CAPITOL NEW YORK VIA MESSENGER (For England)
1 TPEE COPY DELIVERED TO MIKE EDSON CAPITOL HOLLYWOOD VIA AIR FREIGHT

FOR YOUR CONVENIENCE, WE PROVIDE SPACE FOR TAPE STORAGE AT OWNER'S RISK

Dld Ex TTT for I.D

E484

Exhibit YYY - Telegram Lennon/Capitol 1/31/75.

western union Mailgram

MGMNY1T MSB
2-005517E031002 01/31/75
ICS IPMMTZZ CSP
1 2129233810 MGM TDMT NEW YORK NY 01-31 0849A EST
ZIP 10019

LENNON MUSIC
1370 AVENUE OF THE AMERICAS
NEW YORK NY 10019

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

2129233810 TDMT NEW YORK NY 69 01-31 0849A EST
PMS APPLE RECORDS INC AND CAPITOL RECORDS INC C/O CAPITOL TOWERATTN
CHARLES TILLINGHAST, DLR
HOLLYWOOD AND VINE
HOLLYWOOD CA
I HAVE NOT ON MY BEHALF OR ON BEHALF OF APPLE RECORDS INC GRANTED
ANYONE OTHER THAN CAPITOL ANY PRESSING AND/OR DISTRIBUTION RIGHTS
WITH RESPECT TO ANY RECORDINGS OF MY PERFORMANCES AND SO FAR
AS I AM PERSONALLY CONCERNED CAPITOL AND APPLE MAY PROCEED FORTHWITH
TO BRING ANY NECESSARY ACTION IN APPLE'S NAME TO STOP ANY SUCH
PRESSING AND DISTRIBUTION AND SUCH ACTION SHALL BE AT CAPITOL'S
SOLE EXPENSE.
JOHN LENNON

08149 EST

MGMNY1T MSB

Def. Ex. YYY for I.D.

E485

Exhibit CCCC - Telegram-Lennon/Levy.

MGMNYBT HSB
2-037210EC41002 02/10/75
ICS IPMMTZZ CSP
1 2124217200 MGM TDMT NEW YORK NY 02-10 0558P EST
ZIP 10022

western union Mailgram

MARSHALL BRATTER GREENE ALLISON AND TUCKER
JMB
430 PARK AVE
NEW YORK NY 10022

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

2124217200 TDMT NEW YORK NY 32 02-10 0558P EST
FON 2125824267
MR MORRIS LEVY
17 WEST 60 ST
NEW YORK NY
THE USE OF MY RECORDED PERFORMANCES AND MY NAME AND LIKENESS IN THE ALBUM ENTITLED "ROOTS" AND OR "JOHN LENNONS ROCK AND ROLL HITS" AND ADVERTISING IN CONNECTION THEREWITH IS UNAUTHORIZED
JOHN LENNON

17:58 EST

MGMNYBT HSB

Def Ex cccc for I.D.

Exhibit CCCC.

MGMNYBT HSB
2-037247E041002 02/10/75
ICS IPMMTZZ CSP
1 2124217200 MGM TDMT NEW YORK NY 02-10 0558P EST
ZIP 10022

western union Mailgram

UNITED STATES POSTAL SERVICE U.S. MAIL

MARSHALL BRATTER GREENE ALLISON AND TUCKER
JMB
430 PARK AVE
NEW YORK NY 10022

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

2124217200 TDMT NEW YORK NY 32 02-10 0558P EST
FON 2125824267
BIG SEVEN MUSIC CORP
17 WEST 60 ST
NEW YORK NY
THE USE OF MY RECORDED PERFORMANCES AND MY NAME AND LIKENESS IN THE ALBUM ENTITLED "ROOTS" AND OR "JOHN LENNONS ROCK AND ROLL HITS" AND ADVERTISING IN CONNECTION THEREWITH IS UNAUTHORIZED
JOHN LENNON

17:59 EST

MGMNYBT HSB

Exhibit CCCC.

MGMNYBT HSB
2-037284E041002 02/10/75
ICS IPMMTZZ CSP
1 2124217200 MGM TDMT NEW YORK NY 02-10 0559P EST
ZIP 10022

western union Mailgram

MARSHALL BRATTER GREENE ALLISON AND TUCKER
JMB
430 PARK AVE
NEW YORK NY 10022

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

2124217200 TDMT NEW YORK NY 32 02-10 0559P EST
FON 2125824267
ADAM VIII LTD.
17 WEST 60 ST
NEW YORK NY
THE USE OF MY RECORDED PERFORMANCES AND MY NAME AND LIKENESS IN THE ALBUM ENTITLED "ROOTS" AND OR "JOHN LENNONS ROCK AND ROLL HITS" AND ADVERTISING IN CONNECTION THEREWITH IS UNAUTHORIZED
JOHN LENNON

17:59 EST

MGMNYBT HSB

Exhibit DDDD - Telegram - Levy to Lennon/Seide 2/11/75.

western union Telegram

ICS IPMDCNC NYK
03144 82-033658042 1621 9 FR 02-11 750P EST
ICS IPMTI31
2126822323 RELAY TDMT NEW YORK NY 02-11 0421P EST
PMS JOHN LENNON CARE LENNON MUSIC INC 2125766444, DLR
1370 AVENUE OF AMERICAS ROOM 603S
NEW YORK NY
AS YOU ARE WELL AWARE, YOU AGREEE ON BEHALF OF APPLE RECORDS INC AND INDIVIDUALLY TO RECORD THE ROOTS ALBUM FOR BIG SEVEN MUSIC CORPAND YOU AND APPLE RECORDS INC GRANT FULL TELEVISION MERCHANDISIC RIGHTS TO BIG SEVEN MUSIC CORP WHICH HAS ASSIGNED THERE RIGHTS TO ADAM VIII LTD.
PLEASE BE ADVISED THAT WE WILL HOLD YOU AND APPLE RECORDS INC FULLY ACCOUNTABLE FO
-ABLE FOR ALL DAMAGES SUSTAINED BY US AS A RESULT OF NY BREACH OF

BF-1201 (RS-69)

western union Telegram

CONTRACT
ON YOUR OR APPLE RECORDS INC'S PART OR ANY ATTEMPT TO INTERFERE WITH OUR RIGHTS
BIG SEVEN MUSIC CORP BY MORRIS LEVY PRESIDENT ADAM VIII LTD
BY MORRIS LEVY PRESIDENT

NNNN

Def. Ex. DDDD for I.D.

BF-1201 (RS-69)

Exhibit EEEE - Telegram Seider to Levy 2/12/75.

western union Telegram

1IC095(1620)(2-023932E042)PD 02/11/75 1620

ICS IPMMTZZ CSP
2126822323 RELAY TDMT NEW YORK NY 02-11 0420P EST
PMS JOHN LENNON CARE HAROLD SEIDER ESQ, 2125753000, DLR
729 7 AVE
NEW YORK NY 10019
(2-023891E042 02-11 0212P EST)

AS YOU ARE WELL AWARE, YOU AGREED ON BEHALF OF APPLE RECORDS INC AND INDIVIDUALLY TO RECORD THE "ROOTS" ALBUM FOR BIG SEVEN MUSIC CORP AND YOU AND APPLE RECORDS INC GRANT FULL TELEVISION MERCHANDISING RIGHTS TO BIG SEVEN MUSIC CORP WHICH HAS ASSIGNED THESE RIGHTS TO ADAM VIII LTD.

PLEASE BE ADVISED THAT WE WILL HOLD YOU AND APPLE RECORES INC FULLY ACCOUNTABLE FOR ALL DAMAGES SUSTAINED BY US AS A RESULT OF ANY

SF-1201 (R5-69)

western union Telegram

BREACH OF CONTRACT ON YOUR OR APPLE RECORDS INC'S PART OR ANY ATTEMPT TO INTERFERE WITH OUR RIGHTS.
BIG SEVEN MUSIC CORP BY MORRIS LEVY, PRESIDENT, ADAM VIII LTD BY MORRIS LEVY, PRESIDENT
NNNN

SF-1201 (R5-69)

E490

Exhibit EEEE.

MGMNYBT MSB
2-038574E043002 02/12/75
ICS IPMMTZZ CSP
1 2124217536 MGM TDMT NEW YORK NY 02-12 0416P EST
ZIP 10022

File John Lennon — Litigation Re Roots Album
08033-113

MARSHALL BRATTER GREENE ALLISON AND TUCKER
430 PARK AVE
NEW YORK NY 10022

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

2124217536 MGM TDMT NEW YORK NY 173 02-12 0416P EST
ZIP
MORRIS LEVY, PRES
BIG SEVEN MUSIC CORP AND 8 LTD
17 WEST 60 ST
NEW YORK NY 10023
IN RESPONSE TO YOUR TELEGRAM OF FEB 11, 1975 AS YOU ARE WELL AWARE THERE HAS NEVER BEEN ANY AGREEMENT AS INDICATED THEREIN. JOHN LENNON DID NOT AGREE ON BEHALF OF APPLE RECORDS INC OR FOR HIMSELF INDIVIDUALLY TO RECORD YOUR SELF STYLED "ROOTS" ALBUM FOR BIG SEVEN MUSIC CORP, NOR DID HE GRANT ALLEDGED TELEVISION MERCHANDISING RIGHTS TO BIG SEVEN MUSIC CORP. I DEMAND THAT YOU PROVIDE ME WITH ANY WRITINGS ALLEDGED BY YOU TO CONTAIN ANY PURPORTED AGREEMENTS TO ANY OF THE FOLLOWING: 1. YOUR USE OF JOHN LENNON'S NAME OR LIKENESS 2. LENNON'S PURPORTED AGREEMENT ON BEHALF OF HIMSELF INDIVIDUALLY TO RECORD THE SELF STYLED "ROOTS" ALBUM FOR BIG SEVEN MUSIC CORP 3. LENNON'S PURPORTED AGREEMENT ON BEHALF OF APPLE RECORDS INC TO RECORD THE SELF STYLED "ROOTS" ALBUM FOR BIG SEVEN MUSIC CORP 4. ANY ALLEDGED GRANT OF MERCHANDISING RIGHTS FROM JOHN LENNON TO BIG SEVEN MUSIC CORP. 5. ANY ALLEDGED GRANT BY LENNON ON BEHALF OF APPLE RECORDS INC OF MERCHANDISING RIGHTS TO BIG SEVEN MUSIC CORP
HAROLD SEIDER

16:16 EST

MGMNYBT MSB

Def Ex. EEEE For I.D.

Exhibit GGGG, Graham Notes on Levy Meeting.

T.U Coal
Morris Levy

Sales Price			# 4.98
x) Advertising			- 1.25
			3.73
Production Costs - #			
Manufacture	.40		
Jacket	.15		
	.55		.55
			3.18
2/ Profit to Store			1.50
			1.68
Mechanical Royalties			.24
			1.44
Right at 1½%			.06
			1.38
Freight			
[redacted] 3%			.15
		3/	# 1.23 4/

1/ Reducable in volume
2/ Must be reducable in many cases
3/ Morris Levy wanted at least 1.00 royalty.
4/ This leaves .23¢ to J.L and nothing to Epic for use of their copyrighted material

Def. Ex. GGGG for I.D.

WEISSBARTH, ALTMAN & MILLER
919 THIRD AVENUE, NEW YORK, N. Y. 10022

Jay Bergen, Esquire
Marshall, Bratter
430 Park Ave.
10th Floor

Def Ex HHHH for I.D.

E492

Exhibit HHHH - Amex Co. for Behihana.

Exhibit HHHH - Amex Co. for Behihana.

046 828 270 2 100AX

Cardmember: VALID 09 74 THRU 08 75
73
JOHN O LENNON

Approval Code

Check or Bill No.

Service Establishment — Date of Charge
BENIHANA TOKYO
0644790909 NEW
0131107708 YORK 10 8 74
6311017917 NY

Merchandise/Services 42 50
Taxes 2 60
Tips/Misc. 7 00
Total 42 10

Establishment agrees to transmit to American Express Company (Amexco) or Authorized Representative for payment. Merchandise and/or service purchased on this card shall not be resold or returned for cash refund.

Cardmember Signature
X John Lennon

Invoice Number
217587

American Express Card

Amexco Use Only

Record of Charges

Cardmember Copy

Def Ex HHHH for I.D.

John Lennon, Esquire
Marshall, Bratter
430 Park Ave.
10th Floor

Expense Record

Entertainment — Type | Date | No. of Persons | Business Purpose: Applicable

Guests

Name	Title or Position	Company
B. Brown	Gen. Mang.	Apple
M. Pang	~~Lawyer~~ Prof Mgr.	Lenn
H-Feder	Exec.	Lenn
J. Lennon	Pres.	Lenn

Travel — Type | Date | No. of Persons | Business Purpose

Allocation — Business | Personal | Reimbursed

Additional Comments

Reminder: Always obtain itemized bill for lodgings d more than one expense included.

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
HHHH - [illegible]

FPI: NI—9-24-75-500-4417

E493
Exhibit 0000 - Gortikov Memo.

DATE [illegible]
TO OFFICE Distribution ☐ CI ☐ CRI ☐ CRDC ☐ CDM ☐ TRC ☐ AD
FROM OFFICE Stanley M. Gortikov, President ☒ CI ☐ CRI ☐ CRDC ☐ CDM ☐

Capitol Industries
MEMC

SUBJECT:

The following constitutes the agreement between Allen Klein and me on the substantive changes to the Beatles contractual provisions:

ROYALTY

1. The royalty rate on new release albums will be 58¢.

2. The royalty rate on the continuing sale of pence rate (Group 1) and wholesale rate (Group 2) albums will be 56¢.

3. The royalty rate on pick-up or repackaged albums employing the foregoing masters will be 56¢ for Group 1 and 2 masters and 58¢ for new release masters.

4. The disc royalty rates described herein relate to albums list priced at $5.98. Royalties on other list prices would be developed proportionately.

5. The royalty rate for tape cartridges and cassettes list priced at $5.98 will be 43¢ and list priced at $6.98 will be 54¢.

6. The royalty rate for new release single records will be 11¢.

PRODUCT FLOW

The Beatles will deliver for release within each 12-month period of this agreement:

1. Two new release albums; one pick-up album; three new release singles.

2. In addition to the foregoing, one additional pick-up album will be released during the first three years of this understanding for a total of four pick-up albums.

3. An album release will be deemed to be one or more discs, but a multiple-disc album release will not reduce the new album or pick-up obligation as shown above.

4. If the foregoing release schedule is not met, then the following will occur:

   a. No royalty reduction if Act of God.

   b. Failure to deliver albums and/or singles for a maximum of 90 days is not a default in any 12-month period if cured by delivery within 90 days of notice by Capitol. If not cured within said 90 days then royalty reduced pro rata for albums and/or singles as applicable.

SIGNED:

FORM 1000L REV. 2 9/66

Def Ex. 0000 for I.D

E494

Exhibit 0000.

DATE [illegible]

TO OFFICE Distribution ☐ CI ☐ CRI ☐ CRDC ☐ CDM ☐ TRC ☐ AD

FROM OFFICE Stanley M. Gortikov, President ☒ CI ☐ CRI ☐ CRDC ☐ CDM

Capitol Industries MEMO

SUBJECT: PAGE 2 ...

PUBLISHER MECHANICALS

A 24¢ ceiling on publisher mechanicals for each new release album disc and a 4¢ ceiling on new release singles is set. The Beatles will absorb as a penalty against royalty any excess of the aforementioned ceiling. Upward escalation if copyright law changes.

PACKAGING

In principle, an extra packaging deduction will be allowed for non-standard packages and enclosures. Capitol will prepare recommended detail for developing a formula covering these variances.

RECORD CLUB

The parties desire to sub-license record clubs other than Capitol for Beatles product. Both parties will jointly approach any record company with whom a relationship is desired for the club. Any such arrangements must await individual negotiation between Capitol and Longines on matters jointly affecting their own current contract. The parties agree that product will become available to record clubs no earlier than one year after normal release date and that such availability thereafter would then be automatic.

Mr. Klein expects an approach to be made to the Columbia Club that would call for a 7-1/2% royalty plus 1-1/2% AFM allowance. The Beatles would retain 5% of this amount and Capitol would retain 2-1/2% of this amount. Both the Beatles and Capitol each would share 1/2 of the 1-1/2% AFM allowance. Thus, Capitol's share would be 3-1/4%. The foregoing is contingent on Columbia Club being sub-licensed and Longines royalty terms same as Columbia.

TERM

The conditions described herein would prevail for the first three years of the remaining approximate seven years of the EMI/Beatles contract. The starting date of this arrangement will be September 1, 1969.

ROYALTY, FINAL FOUR YEARS

The royalty rate for the final four years of the current EMI/Beatles contract will be 72¢ for a new release $5.98 album. The increase from the newly-negotiated new release album royalty rate will be dependent on the achievement of 500,000 album and tape unit sales for each of the last two albums released during the first three-year period of this understanding.

SIGNED: [signature]

FORM 1000L REV. 2 8/66

E495

Exhibit 0000.

DATE
TO Distribution
OFFICE ☐CI ☐CRI ☐CRDC ☐CDM ☐TRC ☐AD

FROM Stanley M. Gortikov
OFFICE President ☒CI ☐CRI ☐CRDC ☐CDM ☐

MEMC

SUBJECT: PAGE 3 . . .

Using 72¢ as the new royalty base, a proportionate royalty will mathematically be developed for old product, tape cartridges, singles, and other list prices.

AUDIT AND CALCULATION BASE

The adoption of the understandings herein will be predicated on the full acceptance of Capitol's system of calculations, bases and methods, and an agreement that no claims exist up to the time of the start of this agreement. Mr. Klein and Mr. Burch will reach agreement on the problem of reserves withholding and the problems of pro rata payments on free goods and returns.

FORM OF CONTRACT

The parties will attempt to adopt a buy-sell agreement, subject to approval of EMI and necessary government authorities.

AGREED:

Capitol Records, Inc.
An Authorized Signer

For The Beatles
An Authorized Signer

SMG/jb

SIGNED:

FORM 1070L REV. 2 8/68

United States Court of Appeals
For the Second Circuit

Big Seven Music Corp. and Adam VIII, LTD.,
Plaintiffs-Appellants,

against

John Lennon, Apple Records, Inc., Harold Seider,
Capitol Records, Inc. and EMI Records Limited,
Defendants-Appellees,

and

Morris Levy,
Additional Defendant on Counterclaim-Appellant.

AFFIDAVIT OF SERVICE

STATE OF NEW YORK,
COUNTY OF NEW YORK, ss.:

Jerry N. Simmons, being duly sworn, deposes and says that he is over the age of 18 years, is not a party to the action, and resides at 25 Elliott Place Bronx, N.Y. 10452
That on Nov. 19, 1976, he served

One Appendix Volume 1-6 and one Exhibit Volume and two Briefs on behalf of Plaintiffs-Appellants and Additional Defendant on Counterclaim-Appellant.

On:
Marshall Bratter Greene Allison & Tucker, Esqs.
430 Park Avenue
New York, N.Y. 10022

Cleary, Gottlieb, Steen & Hamilton, Esqs.
One State Street Plaza
New York, N.Y. 10004

by delivering to and leaving same with a proper person or persons in charge of the office or offices at the above address or addresses during the usual business hours of said day.

Sworn to before me this
19 day of November, 1976

.....

Notary Public